

DIVIDER

LIBER NO

227

Ralph John Misch et ux

Mortgage and Assignment

To

Filed and Recorded September 2nd 1949 at 3:20 P.M.

William F. Malone

THIS MORTGAGE, Made this 1st day of September, 1949, by and between Ralph John Misch and Helen Wanda Misch, his wife, of Allegany County, Maryland, parties of the first part and William F. Malone of Allegany County, Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of Four hundred (\$400.00) dollars, payable two years after date with interest from date at the rate of six (6%) per cent per annum, payable in equal monthly installments of Seventeen dollars and seventy-three cents (\$17.73) which said sum is part of the balance due on account of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a purchase money mortgage; and

WHEREAS, it is agreed that this mortgage is to be a second mortgage on the property hereinafter described and subject to the lien of the first mortgage of said property of April 12, 1947, in favor of the First Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, all the following described property, to-wit:

All that lot, piece or parcel of land situated in Election District No. 29, Allegany County, Maryland, known as Lot No. 187 in the Garden City Homes Sub-division, a plat of which said addition is recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 150, reference to which is especially made for further description thereof.

It being the same property conveyed to the parties of the first part by the party of the second part by deed of even date herewith and duly recorded among the Land Records for Allegany County, Maryland, simultaneously with the recording of this mortgage.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Four hundred (\$400.00) dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments, and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs or assigns, or William S. Jenkins, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser.

1874, and recorded in Liber No. 43, folio 514 one of the Land Records of Allegany County, it being also the beginning of this parcel of ground as conveyed by Louisa P. Buckey widow, to Harvey W. Daughtrey and Emma L. Daughtrey his wife, by deed dated November 30, 1908, and recorded in Liber No. 104, folio 15, one of the Land Records of Allegany County, and running thence with the southeast side of Polk Street and the second line of the said Louisa P. Buckey deed and with the lines of the said Harvey W. Daughtrey deed (Vernier Readings reduced from Magnetic Bearings as of July, 1949, using the present curb line of Bedford Street as a base line with a bearing of North 26 degrees 12 minutes East and cutting across the properties on a calculated bearing and with horizontal measurements) South 32 degrees 12 minutes West 25 feet to an iron stake, thence leaving the southeast side of Polk Street and running with part of the third line of the said Louisa P. Buckey deed, South 55 degrees and 44 minutes East 45 feet to a locust stake, thence cutting across the whole lot as conveyed to Louisa P. Buckey and parallel to the present line of Polk Street, North 32 degrees 12 minutes East 25 feet to a locust stake standing on the first line of the aforementioned Louisa P. Buckey parcel of ground, thence with the remainder of the said first line, North 55 degrees 44 minutes West 45 feet to the beginning. Surveyed by Ralph E. Wilson Sr., August 4, 1949.

It being the same property which was conveyed unto Edna L. Sisk, by Emma L. Daughtrey widow by deed dated December 5, 1947, and recorded in Liber No. 225, folio 528, one of said Land Records.

Also, all that lot or parcel of ground situated on the West side of Bedford Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a chiseled point in the sidewalk on the west side of Bedford Street, said point being the beginning of the parcel of ground conveyed by Henry T. Koener et ux to Albert C. Grant, by deed dated July 25, 1902, and recorded in Liber No. 90, folio 564, one of the Land Records of Allegany County, said point being also at the end of the first line of the parcel of ground conveyed by Robert W. Daughtrey et al to Edna L. Sisk by deed dated August, 1949, and intended to be recorded among said Land Records and running thence with the west side of Bedford Street (vernier readings reduced from magnetic bearings as of July, 1949, using the present curb line of Bedford Street, as a base line with a bearing of North 26 degrees 12 minutes East and with horizontal measurements) South 26 degrees 57 minutes West 1 foot to a chisel point and an iron stake, thence cutting across the said Grant property, North 55 degrees 5 minutes West 85-95/100 feet to an iron stake standing on the first line of the said Grant property, thence leaving the said first line of the said Grant property, South 55 degrees and 44 minutes West 85-9/10 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Mary Grant Rawlings et vir, by deed dated August 18, 1949, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, its successors or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, its successors and assigns, or George R. Hughes its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit:

By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising said sale shall be paid all expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars (\$4,000.00) and to cause the policy or policies of insurance issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

WITNESS: Thomas L. Keech

Edna L. Sisk (Seal)

Keith T. Sisk (Seal)

STATE OF MARYLAND TO WIT:
COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 1st day of Sept., 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edna L. Sisk and Keith T. Sisk, her husband, and each acknowledged the foregoing Mortgage to be their act and deed; and also, personally appeared Charles A. Piper, President of The Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The

Liberty Trust Company, Trustee under the Will of Thomas W. Koon, deceased, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

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Minnie Levin et vir

Mortgage

To Filed and Recorded September 2nd 1949 at 10:05 A.M.

The Commercial Savings Bank of Cumberland, Maryland.

(Stamps \$3.85)

THIS MORTGAGE, Made this first day of September, in the year nineteen hundred and forty-nine, by and between Minnie Levin and Benjamin Levin, her husband, of Allegany County, Maryland of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Thirty Five Hundred (\$3,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$50.00 interest to be calculated monthly.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns the following property, to-wit: All that lot, piece or parcel of land lying and being on the Northerly side of Centre Street, in the City of Cumberland, in Allegany County, State of Maryland, being part of Lot No. 41 in Gephart's Addition to Cumberland, and described as follows:

Beginning for the outlines of the part hereby conveyed at a stake standing on the North side of Centre Street, being the original beginning of the whole lot, and being also at the corner of an alley now called Euclid Place, and running thence with said alley and the first line of said whole lot, North 26½ degrees East 109½ feet to the end of the third line of the deed from Hattie E. Crawford to Allen J. Bender et ux dated May 11, 1944, and recorded in Liber No. 199 folio 383, one of the Land Records of Allegany County, Maryland; then with said third line reversed and parallel with said Centre Street, 27 feet and 6 inches to a point on the third line of the deed from William C. Nehring et al to Leo J. Nehring dated February 5, 1926, and recorded in Liber No. 152, folio 488, one of said Land Records; then with said third line, South 26½ degrees West 109½ feet to Centre Street; then with said Centre Street, 27 feet and 6 inches to the beginning.

Being the same property conveyed by Hattie E. Crawford, widow, to Minnie Levin by deed dated February 13, 1945, and recorded in Liber No. 203, folio 11, one of the Land Records of Allegany County, Maryland. Reference to said deed hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improve-

ments thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Thirty Five Hundred (\$3,500.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply--first--to the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvement on the hereby mortgaged land, to the amount of at least Thirty Five Hundred (\$3,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: William C. Dudley

Minnie Levin (Seal)

Benjamin Levin (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY That on this 1st day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Minnie Levin and Benjamin Levin, her husband, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Allen J. Mace et ux

Mortgage

To Filed and Recorded September 7th 1949 at 11:45 A.M.

The Commercial Savings Bank of Cumberland, Maryland

(Stamps \$.55)

THIS MORTGAGE, Made this 6th day of September, in the year nineteen hundred and forty nine, by and between Allen J. Mace and Julia S. Mace, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland Maryland, a corporation duly incorporated under the laws of Maryland of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Nine Hundred (\$900.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars, interest to be calculated monthly.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those lots, pieces or parcels of land lying and being in Allegany County, Maryland, known and distinguished as Lots Nos. 55 and 56 of Block No. 18 in Potomac Park Addition, situated on or near the River Road, (now called McMullen Boulevard), three miles westward of the City of Cumberland, as shown on the revised plat of said Potomac Park Addition filed on November 10, 1937, in Plat Case, Box 137, one of the Land Records of Allegany County, Maryland, and being the same two lots described and conveyed in the deed from Columbus A. Beeman et ux to Allen J. Mace et ux dated May 8, 1941 and recorded in Liber No. 191, folio 696, one of said Land Records. Reference to said deed is hereby made for a ^{more} full and particular description of said lots, it being the intention of this instrument to convey all the property described in said deed.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belong-

ing or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime all taxes assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply--first:-- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

William C Dudley

Allen J. Mace (Seal)

Julia S. Mace (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 6th day of September, in the year nineteen hundred and

forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Allen J. Mace and Julia S. Mace, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

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Monna T. Dever, et vir.

Chattel Mortgage.

To

Filed and Recorded September 8th 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15701 - Actual Amount of this Loan \$200.00

Cumberland, Maryland, Sept. 7, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Two Hundred no/100 dollars (\$200.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$13.44 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Rt. #3, in the City of Rawlings, County of Allegany, State of Maryland, to-wit:

Make	Model	Year	Engine No.	Factory No.
Chevrolet	1939	1 1/2 ton Tk.	TB11570	14BD10-1172

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at Rt. #3, in the City of Rawlings, County of Allegany, Maryland,

1 table, 1 kitchen cabinet, 2 stove, 5 chairs, 3 beds, 1 victrola, 1 battery set radio, including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said

hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST PARCEL: All of that lot, piece, or parcel of land situated and being on the Easterly side of South Lee Street, in the City of Cumberland, Allegany County, State of Maryland, and being a part of Original Town Lot 46 which is particularly described as follows, to-wit:

BEGINNING at a stake at the end of the first line of land conveyed by The Board of Trustees of the Bethany United Brethren Church to Frank D. Taylor and Edith M. Taylor, his wife, and recorded in Liber 202, Folio 471, among the Land Records of Allegany County, Maryland, and running thence with a part of the second line of said land South 77 deg. 45 min. East 47.6 feet to a stake, thence South 12 deg. 37 min. West 20 feet to a corner of the Church building, thence following the line of said building, South 77 deg. 22 min. West 5.85 feet to a corner of said building, thence South 12 deg. 37 min. West 8.0 feet to a corner of said building, thence with the southside of said building North 77 deg. 45 min. West 42.85 feet to a stake on the eastern line of Lee Street, thence with the eastern line of Lee Street, and a part of the first line of beforementioned land, North 12 deg. 37 min. East 31 feet to the point of beginning.

This being the same property which was conveyed by Frank D. Taylor and Edith M. Taylor, his wife, unto the Board of Trustees of Pentecostal Holiness Church of Cumberland, Maryland, now consisting of Ethel Henry, Norman Lamp and Ethel Thomas, by deed of even date and recorded simultaneously with the recordation of this mortgage herein, this being a Purchase Money mortgage.

SECOND PARCEL: A parcel of land fronting 8 feet on the Easterly side of South Lee Street adjacent to and on the north side of the first parcel described above, and particularly described as follows, to-wit:

BEGINNING for the same at the end of 57 feet on the second line of the deed from Charles C. Cook and Martha A. Cook, his wife, to the Board of Trustees of Pentecostal Holiness Church of Cumberland, Maryland, dated January 29, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 220, Folio 327, and running thence to the end of said second line South 12 deg. 37 min. West 8 feet, thence with the third line of said deed North 77 deg. 45 minutes West 50-1/2 feet to South Lee Street and thence with South Lee Street and with part of the fourth line of said deed North 13 deg. 37 minutes East 8 feet and thence by a straight line South 77 deg. 45 minutes East 50-1/2 feet to the place of beginning.

This being a part of the same land which was conveyed by Charles C. Cook and Martha A. Cook, his wife, unto the Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., by deed dated January 29, 1948, and recorded among the Land Records of Allegany County, Md., in Liber 220, Folio 327.

The above described two parcels of land are improved by a church building.

Ethel S. Henry, Norman Lamp and Nellie Lamp, his wife, Ethel Thomas, John Bunner and Florena Bunner, his wife, execute this mortgage and the mortgage note personally and individually (in addition to the execution thereof by the said Trustees) in order to personally bind themselves to perform the obligations herein set forth.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Seventeen Hundred Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof and upon the failure of the mortgagor to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and

the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

THE BOARD OF TRUSTEES OF PENTECOSTAL HOLINESS CHURCH

by Ethel S. Henry (SEAL)

Norman Lamp (SEAL)

Ethel Thomas (SEAL)

Trustees of the Board of Trustees of
Pentecostal Holiness Church.

Ethel S. Henry (SEAL)

Norman Lamp (SEAL)

Ethel Thomas (SEAL)

Florena Bunner (SEAL)

John Bunner (SEAL)
Individuals

Nellie Lamp (SEAL)
Individually

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared The Board of Trustees of Pentecostal Holiness Church of Cumberland, Md., now consisting of Ethel Henry, Norman Lamp and Ethel Thomas, and Ethel Henry, unmarried, Norman Lamp and Nellie Lamp, his wife, Ethel Thomas, John Bunner and Florena Bunner, his wife, personally and individually, the said mortgagors herein, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

A. Henry Gehauf, et ux.

Mortgage.

To
First National Bank of Cumberland, Md. Filed and Recorded September 8th 1949 at 1:40 P. M.
(Stamps \$9.35)

THIS MORTGAGE, Made this 7th day of September, 1949, by and between A. Henry Gehauf and Edith M. Gehauf, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Five Hundred (\$8,500.00) Dollars, payable one year after date with interest from date at the rate of five (5%) per cent per annum, payable quarterly.

NOW THEREFORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated between the new National Highway (Route No. 40), the Winchester Pike, and the Braddock Road, in the vicinity commonly known as the Six Mile House and more particularly described as follows, to-wit:

BEGINNING for the same at a point in the South side of the right-of-way of Route U. S. 40 West of LaVale near the Braddock Run Bridge, as constructed in 1949, the said point being South 13 degrees 53 minutes West 36.67 feet from station 11 + 29.80 of the center line survey of the said highway as shown on State Roads Commission Plat No. 6264; thence with the said right-of-way bound North 76 degrees 07 minutes West 105.2 feet to a point; thence South 13 degrees 53 minutes West 33.33 feet to a point; thence North 76 degrees 07 minutes West 108 feet to a point; thence North 13 degrees 53 minutes East 33.33 feet to a point; thence North 76 degrees 07 minutes West 336.2 feet to a point; thence leaving the said highway bound South 69 degrees 04 minutes West 23.9 feet to a point; thence South 38 degrees 34 minutes West 25.5 feet to a point; thence South 7 degrees 38 minutes East 19.2 feet to a point; thence South 28 degrees 38 minutes East 17.95 feet to a point in the northeast side of the right-of-way of Braddock Road; thence with the said right-of-way bound South 44 degrees 31 minutes East 159 feet to a point; thence South 48 degrees 51 minutes East 32.85 feet to a point; thence South 62 degrees 34 minutes East 338.8 feet to a point; thence leaving the said right-of-way bound North 29 degrees 20 minutes East 185.19 feet to a twin oak tree blazed with six notches; thence continuing North 29 degrees 20 minutes East 70.21 feet to the beginning.

It being the same property conveyed to the said A. Henry Gehauf and Edith M. Gehauf, his wife, by George L. Longerbeam, unmarried, et al, by deed dated October 9, 1948, and recorded in Liber 223, Folio 42, one of the Land Records of Allegany County, Maryland, and by a Confirmatory Deed of the said George L. Longerbeam, et al, to the said A. Henry Gehauf and Edith M. Gehauf, his wife, dated the 29th day of August, 1949, and to be recorded among the Land Records of Allegany County, Maryland.

Compared and Mailed
to Allegany City
Sept 16 1949

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Five Hundred (\$8,500.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Thousand Five Hundred (\$8,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both: A. Henry Gehauf (SEAL)
H. C. Landis Edith M. Gehauf (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of September, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared A. Henry Gehauf and Edith M. Gehauf, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.
(Notarial Seal) Floyd C. Boor, Notary Public.

John W. Andrews Mortgage
To Filed and Recorded September 8th 1949 at 2:00 P. M.
Liberty Trust Company of Cumberland, Md. (Stamps \$2.75)

THIS MORTGAGE, made this eighth day of September, in the year nineteen hundred and forty-nine, by and between John W. Andrews, widower, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said John W. Andrews, widower, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John W. Andrews, widower, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of land lying on the South side of Walnut street in "Hook's Addition to the Town of Cumberland", designated and known on the plat of said addition as Lot No. 29, fronting fifty feet on Walnut Street and bounded on the West side by an alley running back one hundred fifty feet to the South line of Hook's Addition to the Town of Cumberland, then with said line reversed, South 57-1/4 degrees East about 51 feet to the Southwest corner of Lot No. 28 of Hook's Addition, thence parallel with the alley aforesaid

Compare and Hand Printed - 277 X 878
To Register, C. Y.
Sept 16, 1949

or mailed to the mortgagor, in monthly installments of Forty-Four and 40/100 Dollars (\$44.40), commencing on the first day of October, 1949, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1964. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest should be secured by the execution of these presents.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that certain lot or parcel of ground situated on the northwestern side of Goethe Street, in the City of Cumberland, Allegany County, Maryland, comprising the whole of Lot No. 7, and a part of Lots Nos. 6 and 8 of Henderson and Pearre's Addition to Cumberland, and more particularly described as follows:

BEGINNING for the same at the end of 20 feet on the first line of Lot No. 6 of said Addition, said point being also North 29 degrees 35 minutes East 153 feet from the northeasterly corner of the brick house known as the Darnell House, and running thence with Goethe Street, North 29 degrees 35 minutes East 50.5 feet to a point at the end of 20-1/2 feet on the first line of Lot No. 8 of aforesaid Addition, thence at right angles to said street, North 60 degrees 25 minutes West 100 feet, thence South 29 degrees 35 minutes West 50.5 feet to the end of 5 feet on the third line of Lot No. 6 of aforesaid Addition, thence crossing Lot No. 6, South 60 degrees 25 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said mortgagors by John Henry Sticher et ux, by deed dated September, 1949, and duly recorded among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

TOGETHER WITH all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor; it will be duly released by the mortgagee at the request and expense of the mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the

default shall exist only if not made good prior to the due date of the next such installment) or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month to be applied to the following items in the order stated:

- (I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the mortgage debt secured hereby; and
- (III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued

and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof, secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be

secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of said mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Thomas L. Keech

Paul Joseph Hartman (SEAL)

Thomas L. Keech

Ruth Katherine Hartman (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this seventh day of September, 1949, before me, the

subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul Joseph Hartman and Ruth Katherine Hartman, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

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Margaret K. Rotruck, et al.

Chattel Mortgage.

To

Filed and Recorded September 9th 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15712 - Actual amount of this Loan \$250.00.

Cumberland, Maryland, September 8th 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Two Hundred Fifty no/100 dollars (\$250.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$16.80 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle complete with all attachments and equipment, now located at -- in the City -- County of -- State of Maryland, to wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 10 Market St., in the City of Cumberland, County of Allegany, Maryland;

1 heavy red rug, 1 arm brown chair, 1 3-way lamp, 1 sofa bed, 2 end tables walnut, 1 heavy blue rug, 4 chairs, 1 table oak, 1 ice box green, 1 gas stove Preference, 1 high chair, 1 metal bed, 1 maple bed, 1 walnut dresser.

Including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except-None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the

said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the Mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

Donald R. Beynon, et ux.

Chattel Mortgage

To

Filed and Recorded September 10th 1949 at 8:30 A.M.

Second National Bank of Meyersdale, Pa.

(Stamps \$1.65)

THIS CHATTEL MORTGAGE, made this 31st day of August, 1949, by and between Donald R. Beynon and Josephine D. Beynon, his wife, of Allegheny County, Marland, parties of the first part, and The Second National Bank of Meyersdale, Pennsylvania, a corporation of the United States of America, party of the second part.

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of Seventeen Hundred Fifty Eight Dollars (\$1758.00), as is evidenced by their certain joint and several promissory note bearing even date herewith and payable to the order of the said party of the second part in twenty-nine monthly installments of sixty dollars each and one payment of eighteen dollars, the first of said payments being due and payable on the twenty-second day of September, 1949, and thereafter on the twenty-second of each and every month until the principal amount and all interest thereon shall have been paid in full, interest on said principal amount or any unpaid portion thereof to be at the rate of six per cent per annum; to secure the payment of which these presents are executed.

NOW THEREFORE, this Chattel Mortgage Witnesseth that, in consideration of the premises and of the sum of one dollar, the said parties of the first part do hereby bargain and sell unto the said party of the second part, its successors and assigns, all of the following personal property now located in Allegheny County, Cumberland, Maryland, to-wit:-

1 Norge Electric Refrigerator	Chassis Serial No. H669361	
	Cabinet Serial No. A665238	\$219.
1 Magic Chef Gas Range No. 3101-14		150.
1 1949 Chevrolet Styleline 2-Door Sedan - Motor No. GAM 312152 -	Manufacturer's No. 14GK-H-68892	

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, forever.

PROVIDED, however, that if the said parties of the first part or anyone on their behalf, shall well and truly pay the said promissory note according to its tenor and effect, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said parties of the first part shall possess the property hereby mortgaged and shall be permitted to use the same in the usual manner.

And it is further agreed that in default of any payment either principal or interest as aforesaid, or if the said parties of the first part shall attempt to sell or remove the said property above mentioned and conveyed, or any part thereof, without notice to the said party of the second part and without its assent to such sale or removal expressed in writing, then it shall be lawful for the said party of the second part, its successors or assigns, or its attorney, to sell the above mortgaged property in the following manner, that is to say: after giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Allegheny County, Md., and by hand bills posted in at least five places in the election district in which said property is to be sold, the same may be offered for sale at public auction, for cash, on the premises or elsewhere, to the highest bidder, the proceeds of said sale to be applied, first, to the payment of all expenses connected therewith, including taxes, insurance premiums, if any, and a commission of ten per cent to the party selling or making said sale, and if the property be advertised for sale because of default and no sale be made, one-half of said commissions and all other expenses incurred shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly to the payment of all money owing under this mortgage, whether the same shall have matured or not; and as to the

balance, to pay it over to the parties of the first part, their heirs and assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of the said mortgagors.

Attest:

Donald R. Beynon (SEAL)

R. H. Bowman

Josephine D. Beynon (SEAL)

STATE OF PENNSYLVANIA, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of August, 1949, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Somerset County aforesaid, personally appeared Donald R. Beynon and Josephine D. Beynon, his wife, and acknowledged the foregoing mortgage to be their act. And, at the same time, before me, also personally appeared R. H. Bowman, Cashier of The Second National Bank of Meyersdale, Pennsylvania, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the attorney and agent of the said mortgagee and is authorized to make this affidavit. (Notarial Seal) Bertha R. Stein, Notary Public. My Commission Expires January 27, 1953.

John William Lewis, et ux.

Mortgage.

To

Filed and Recorded September 10th 1949 at 11:00 A. M.

Fidelity Savings Bank of Frostburg, Md.

(Stamps \$3.30)

THIS MORTGAGE, made this 9th day of September, in the year Nineteen Hundred and Forty-Nine, by and between John William Lewis and Sylvia Edith Lewis, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand Dollars (\$3,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty-six and 02/100 dollars (\$36.02) commencing on the 9th day of October, 1949 and on the 9th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 9th day of September, 1958. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity

Compared and Made True
 To: Fidelity Savings Bank of Frostburg, Md.
 Sept 16 1949

thereof, together with the interest thereon, the said John William Lewis and Sylvia Edith Lewis his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PART of Lot Number Three (3) in Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, and which is more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of Lot No. 2 of said Block No. 24, on Main Street, (now Bowery Street) in said Town of Frostburg, and with the South side of said Street, South 36 degrees West 32 feet; thence South 54 degrees East 150 feet to an alley; and with said alley North 36 degrees East 32 feet to said Lot No. 2; thence by a straight line to the beginning.

BEING THE SAME property which was conveyed to the said John William Lewis and Sylvia Edith Lewis, his wife, by deed from William Byrnes, single, dated September 27, 1948, and recorded in Liber No. 222, Folio 428, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem
Rachel Knieriem

John William Lewis (SEAL)
Sylvia Edith Lewis (SEAL)

thereof, together with the interest thereon, the said John William Lewis and Sylvia Edith Lewis his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PART of Lot Number Three (3) in Block Number Twenty-Four (24) of Beall's First Addition to the Town of Frostburg, and which is more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of Lot No. 2 of said Block No. 24, on Main Street, (now Bowery Street) in said Town of Frostburg, and with the South side of said Street, South 36 degrees West 32 feet; thence South 54 degrees East 150 feet to an alley; and with said alley North 36 degrees East 32 feet to said Lot No. 2; thence by a straight line to the beginning.

BEING THE SAME property which was conveyed to the said John William Lewis and Sylvia Edith Lewis, his wife, by deed from William Byrnes, single, dated September 27, 1948, and recorded in Liber No. 222, Folio 428, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem

Rachel Knieriem

John William Lewis (SEAL)

Sylvia Edith Lewis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John William Lewis and Sylvia Edith Lewis, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Maude McFarland

Chattel Mortgage.

To

Filed and Recorded September 10th 1949 at 8:30 A.M.

Industrial Loan Society, Inc.

THIS CHATTEL MORTGAGE, Made this 9th day of September, 1949, by Maude McFarland, (Mrs.) of the city/county of Cumberland, Md., State of Maryland, hereinafter called "Mortgagor", to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of One Hundred Fifty Dollars (\$150.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at 47 N. Mechanic St., Cumberland, Allegany County, in said State of Maryland, that is to say. (Street Address) (City)

- Living room - 1 chair, occasional; 1 Living room suite, 3-pc.; 1 table, wal. coffee; 2 floor lamp, 1 Victrola; 2 occasional tables; 2 straight chairs; 4 wal. wardrobes.
- Dining room - 1 buffet, oak; 3 chairs, oak; 1 table, oak; 1 library table; 2 rug, linoleum; 1 6-pc. din. R. Set, wal.; 2 wal. library table; 1 red tap. studio couch; 1 metal smoker; 1 wal. occasional table. 1 wal. end table.
- Kitchen - - 1 stove, Paragon -gas; 1 Refrigerator, G. E.; 1 wal. library tab.; 3 floor lamps;
- Bed room - - 1 bed, metal; 3 bed, metal; 3 wal. dressers; 1 dresser, oak; 1 dressing table, oak; 1 3-pc. bedroom suite; 1 fiber wardrobe, 1 brussel rug, 1 red rocker, 1 oak wardrobe, 1 wal. wardrobe, 1 wal. dresser.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in -- Maryland, that is to say: -----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$150.00 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 14 successive monthly instalments of \$12.56 each, including interest at the rate of 3% per month on the unpaid balances, the first of which instalments shall be payable on the 8th day of October, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 8th day of December, 1949, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof, may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor, at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides, or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Albert C. Brant, Jr.

Mrs. Maude McFarland (Seal)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 8th day of September, 1949, before me, the subscriber, a Notary Public on the State of Maryland, in and for the city/county aforesaid, personally appeared Maude McFarland, (Mrs.) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be her act. And, at the same time, before me also personally appeared Elmer I. Pearson, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Vernice L. Hopwood, Notary Public.

Western Maryland Investment Company

Release of Mortgage.

To

Filed and Recorded September 13th 1949 at 10:20 A.M.

James Whitacre, et ux.

Release of Corporation Mortgage.

THIS RELEASE, Made this 2nd day of September, 1949, by The Western Maryland Investment Company, a duly incorporated body under the Laws of the State of Maryland.

WITNESSETH, That whereas all the covenants of the hereinafter described Mortgages have been performed and the whole sum of money and interest secured thereby has been paid, the said body corporate doth grant and release unto James Whitacre and Helen Whitacre, his wife, their heirs and assigns, all that lot of ground and premises described in two mortgages from James Whitacre and Helen Whitacre, his wife, and James Whitacre (Widower), to the said body corporate, dated (December 16, 1925, recorded in the Mortgage Records of Allegany County, Maryland, (Liber L.L.S. No. 99, Folio 680, free and clear from the operation of said mortgage. (July 18, 1931, (Liber L.L.S. No. 118, Folio 361,

AS WITNESS, the corporate seal of said body corporate, and the signature of W. Williamson MacDonald, the vice-president thereof.

Signed, sealed and delivered
in the presence of:

THE WESTERN MARYLAND INVESTMENT COMPANY,

Thomas F. Baublitz,
Secretary.

(Corporate Seal)

By W. Williamson MacDonald,
Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of September, 1949, before me, the subscriber, a Notary Public of said State, in and for the City of Baltimore aforesaid, personally appeared W. Williamson MacDonald, vice-president of The Western Maryland Investment Company, and acknowledged the said Deed of Release to be the act of said body corporate.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Thomas F. Baublitz, Notary Public.
My Commission Expires May 7, 1951.

Mary F. Stafford, et vir.

Chattel Mortgage.

To

Filed and Recorded September 13th 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15737 - Actual amount of this Loan \$260.00

Cumberland, Maryland, September 12th 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Two Hundred Sixty no/100 dollars (\$260.00) as evidenced by a certain promissory note of even date, payable in 11 successive monthly instalments of \$26.12 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest which instalment is due and owing twelve months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Locust Grove in the City of Cumberland, County of Allegany, State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
Dodge	2-Dr.	1938	D836485	30029337	-	Philco Radio Dodge Heater

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at Locust Grove, in the City of Cumberland, County of Allegany, Maryland:

1 Musiton record player, 1 Clarion table model radio, 1 table lamp, 1 library table, 1 kitchen cabinet, 4 chairs, 1 table Chrome, 1 maple bed, 2 stoves, Kerosene, 1 baby bed, 1 day bed, 1 maple dresser.

including all cooking and washing utensils, pictures, fitting, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor

possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: Edith M. Twigg Mary M. Armentrout (SEAL)
Witness: C. L. Coughenour John H. Armentrout (SEAL)

Schedule "A"

Certain chattels, including all household goods, now located at the address of the mortgagors indicated above, to wit:

- Living room - 2 chair, occ., 3-pc. living room suite, maple; 1 radio, Westinghouse, 2 Rugs 9 x 12; 1 table, coffee; 2 end table.
- Dining room - 1 buffet, maple; 4 chairs, maple; 1 china closet, maple; 1 table, maple; 1 studio couch.
- Kitchen - - 4 chairs, Black & white; 1 deep freezer; 1 refrigerator, Westinghouse; 1 sewing machine, Singler, 1 stove, gas; 1 table, Black & White; 1 washing machine, Westinghouse.
- Bed rooms - - 2 bed, walnut; 2 bed, maple; 3 chest of drawers, walnut; 1 dresser, maple; 1 dressing table, walnut.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, uten sils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagor or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Mary M. Armentrout and John H. Armentrout (her husband) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time before me also personally appeared C. L. Coughenour, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

Witness my hand and Notarial Seal. Edith M. Twigg, Notary Public.
(Notarial Seal)

Cumberland, Md.

For value received the Personal Finance Company of Cumberland hereby releases the foregoing Chattel Mortgage. Witness the signature of the Manager of the said Company with its corporate seal attached this 27th day of

March 1950. PERSONAL FINANCE COMPANY

WITNESS: *Edith M. Twigg* By *J. J. Grimm*
Notary Public Manager

3/28/50

Wilbert D. Hardy, et ux.

Mortgage.

To Liberty Trust Company of Cumberland, Md. Filed and Recorded September 13th 1949 at 10:30 A. M. (Stamps 55¢).

THIS MORTGAGE, made this 9th day of September in the year nineteen hundred and forty-nine, by and between Wilbert D. Hardy and Anita R. Hardy, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Wilbert D. Hardy and Anita R. Hardy, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Nine Hundred (\$900.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Wilbert D. Hardy and Anita R. Hardy, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being along the southerly side of Sylvan Avenue, in the City of Cumberland, in Allegany County, State of Maryland, and being part of Lot No. 12, Block H, of the Cumberland Improvement Company's Northern Addition, recorded in Liber 85, Folio 339, one of the Land Records of Allegany County, Maryland, and which said part of Lot No. 12, Block H, is described as follows, to-wit:

Beginning for the same at the beginning of the whole Lot No. 12, it being distant 100 feet measured along the southerly side of Sylvan Avenue in a westerly direction from its intersection with the westerly side of Holland Street, and running thence with the southerly side of said Sylvan Avenue, North 68 degrees 45 minutes West 27 feet, thence crossing the whole Lot No. 12, at right angles to Sylvan Avenue, South 21 degrees 15 minutes West 140 feet to the northerly side of a sixteen foot alley, thence with the northerly side of said alley, South 68 degrees 45 minutes East 27 feet to the division line between Lots Nos. 11 and 12, Block H of aforesaid Addition, thence with said division line, North 21 degrees 15 minutes East 140 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John J. Grimm, et ux, by deed dated September 20, 1929, and recorded in Liber 161, Folio 500, one of the Land records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Wilbert D. Hardy (SEAL)

Anita R. Hardy (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

county aforesaid, personally appeared Wilbert D. Hardy and Anita R. Hardy, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have here to set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Leroy Miller, et ux.

Mortgage.

To Filed and Recorded September 13th 1949 at 10:30 A. M.

Liberty Trust Company of Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, made this tenth day of September, in the year nineteen hundred and forty-nine, by and between Leroy Miller and Elsie M. Miller, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Leroy Miller and Elsie M. Miller, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, the said Leroy Miller and Elsie M. Miller, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situate and lying on the northerly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland, being part of the "Gerdeman Lot", which is more particularly described as follows:

BEGINNING on the northerly side of North Mechanic Street in said City at the end of the first line of the lot of ground conveyed by the Real Estate and Building Company of Cumberland, Maryland, to Samuel Shinholts, by deed dated January 13, 1891, and recorded in Liber No. 74, Folio 121, one of the Land Records of Allegany County, and running thence with said Street, North 51-1/2 degrees West 25 feet; then North 38-1/2 degrees East 60 feet; thence

Compared and Mailed 9/16/49
To State City
Sept 16, 1949

South 51-1/2 degrees East 25 feet; thence South 38-1/2 degrees West 60 feet to the beginning.

IT being the same property which was conveyed unto Leroy Miller by Charles E. Whitacre et al, by deed dated August --, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Also, all that parcel of real estate located on Race Street, in the City of Cumberland, conveyed to Laura V. Griffin by Jennie M. Allen, by deed dated March 5, 1923, and recorded in Liber 142, Folio 516, one of the Land Records of Allegany County, aforesaid, said whole lot having a frontage of 39 feet on Race Street, excepting, however, so much of the same as was heretofore conveyed away by the said Laura V. Griffin to Patrick F. King, et ux, by deed dated March 28, 1923, recorded in Liber No. 142, Folio 662, one of the Land Records aforesaid; the portion of said property now having a frontage on Race Street of 19-1/2 feet, is improved by a one-half double frame dwelling house, containing six rooms and bath, and known as No. 3 Race Street.

IT being the same property which was conveyed unto Leroy Miller by Richard F. McMullen and William A. Gunter, Trustees, by deed dated January 7, 1938, and recorded in Liber 179, Folio 602, one of the Land Records of said Allegany County.

Also, all that lot or parcel of land situated on the West side of Race Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of the "Third Lot", in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the West side of Race Street at a point distant South 15 degrees and 30 minutes West 81 feet from the intersection of the South side of the Oldtown Road with the West side of Race Street, and running thence North 69 degrees 50 minutes West 99-1/10 feet to the East side of Wendell Alley, then with said side of said Alley, North 20 degrees 10 minutes East 18 feet approximately, then South 69 degrees 50 minutes East approximately 99-1/10 feet, said line being extended through the center of the partition wall between houses No. 3 and No. 5 Race Street to the West side of Race Street, thence South 15 degrees 30 minutes West 19-1/2 feet approximately to the place of beginning. Said parcel of ground being known as No. 5 Race Street and to consist of one-half of frame dwelling situated on said property.

It being the same property which was conveyed unto the said Leroy Miller by Patrick F. King and wife, by deed dated August 19, 1938, and recorded in Liber 181, Folio 342, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privilege and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby

intended to be secured, the said mortgagor hereby covenante to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner, following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Leroy Miller (SEAL)
Thomas L. Keech Elsie M. Miller (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 10th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leroy Miller and Elsie M. Miller, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president and agent or attorney for said corporation

and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Joseph C. Green

Chattel Mortgage.

To

Filed and Recorded September 13th 1949 at 10:50 A.M.

Harry H. Green, et ux.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 22nd day of August, 1949, by and between Joseph C. Green, party of the first part, and Harry H. Green and Rosella Green, his wife, parties of the second part, all of Mount Savage, Allegany County, State of Maryland, WITNESSETH:

WHEREAS, the parties of the second part have loaned unto the said party of the first part the sum of Fifteen Hundred Dollars (\$1,500.00) and as evidence thereof has taken the promissory note of the party of the first part of even date and tenor herewith for the said amount, together with interest thereon at the rate of six per cent per annum, payable semi-annually, said note being payable to the order of the parties of the second part one year after date, and

WHEREAS, these presents are executed for the purpose of securing the payment of the said promissory note according to its tenor.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the aforesaid indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does hereby bargain and sell, grant and assign to the said parties of the second part, their personal representatives and assigns, all and singular the equipment, fixtures, stock of goods and other personal effects of any kind and character used in and connected with the business of the operation of a gasoline and service station in the Town of Mount Savage, Allegany County, Maryland, said business being located on the corner of Columbia and Main Streets in said Village and known as "Stowell's Service Station"; and also all the stock-in-trade, trade fixtures and personal effects which shall, or may at any time or times hereafter, during the continuance of this security, be brought into the said store or shop, or be appropriated to the use of said business, either in addition to, or substitution for, the said stock-in-trade, trade fixtures and effects now being thereon or belonging thereto.

TO HAVE AND TO HOLD the above mentioned property unto the said parties of the second part, their personal representatives and assigns, forever.

PROVIDED, however, that if the said party of the first part, or any one on his behalf, shall well and truly pay the said promissory note according to its tenor and effect, then this mortgage shall be void.

And the said party of the first part covenants and agrees that the said parties of the second part, in case default shall be made in the payment of the promissory note as aforesaid, or if he shall attempt to sell or remove (save as hereinafter mentioned) the said property above mortgaged, or any part thereof, without notice to the said parties of the second part,

and without their assent to such sale or removal expressed in writing, then it shall be lawful for the said parties of the second part to enter the said building, and any other place or places where the said goods or chattels may be or may be found, and to take and carry away the said property hereby mortgaged, and to sell the same at public auction for the best price obtainable, and out of the money arising therefrom, to take the amount of the promissory note, with the interest thereon, and all lawful charges attending the sale, and the surplus, if any, to be paid to the said party of the first part, his personal representatives and assigns.

And it is hereby agreed that, until default is made in any of the covenants and conditions of this mortgage, the said party of the first part may remain in possession of the whole of the above mortgaged property, and shall be allowed to sell in the regular course of business, at retail such articles of merchandise as customers may desire to buy; and the said party of the first part covenants to keep the above mortgaged property insured in some reliable company meanwhile at his own expense, to at least the amount of the said promissory note, said policy of insurance to be so endorsed or assigned that in case of any loss the amount thereof shall inure to the benefit of the mortgagee to the extent of their existing interest in said mortgaged property.

This is a purchase money mortgage, being given to secure the purchase price of the property herein mentioned and described, said property having been conveyed to the party of the first part by Bill of Sale of Howard G. Blank and others dated July 26, 1949.

WITNESS the hand and seal of the party of the first part the day and year above written.

WITNESS: Mary T. Reagan

Joseph C. Green (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph C. Green and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Harry H. Green, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mary T. Reagan, Notary Public.

Carl R. Sherman, et ux.

Mortgage.

To

Filed and Recorded September 13, 1949 at 11:30 A.M.

Irving Millenson

MORTGAGE,

THIS PURCHASE MONEY, Made this 8th day of September, in the year Nineteen Hundred and Forty-Nine, by and between Carl R. Sherman and Adeline J. Sherman, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the

Compared and
To Notary
City
Sept 16 1949

Mortgage in the name of
Sept 19 1949

Pasquale Parise

Mortgage.

To Fidelity Savings Bank of Frostburg, Md. Filed and Recorded September 15th 1949 at 9:50 A.M. (Stamps \$3.30)

THIS MORTGAGE, Made this 14th day of September, in the year Nineteen Hundred and Forty Nine, by and between Pasquale Parise, unmarried, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand Dollars (\$3,000.00) with interest at the rate of Six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty and 00/100 Dollars (\$30.00) commencing on the 14th day of October, 1949, and on the 14th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 14th day of September, 1961. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Pasquale Parise does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT certain lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING at a peg at the end of the first line of Lot Number Thirty-Seven on the South side of Union Street, and running thence with said street, South 58 degrees East 24 feet and 3 inches; thence South 32 degrees West 167 feet to Mechanic Street; and with said Street North 58 degrees West 26 feet and 6 inches to the end of the second line of said Lot No. 37; and with said line reversed, North 32½ degrees East 167 feet and 2 inches to the beginning.

BEING THE SAME property which was conveyed to Thomas Parise, Bert Parise, and the said Pasquale Parise, by deed from Theodore J. Zimmerman and Amelia M. Zimmerman, his wife, dated August 25, 1942, and recorded in Liber No. 194, folio 206, among the Land Records of Allegany County, Maryland.

THE INTEREST of the said Bert Parise and Alecia T. Parise, his wife, and Thomas Parise, unmarried, in and to said property was conveyed to the said Pasquale Parise by deed from said parties dated April 18, 1944, and recorded in Liber No. 199, Folio 515, among said Land Records. Special reference to which deeds is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable, and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage and at the option of the mortgagee im-

diately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the right, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND IT IS AGREED that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

Attest: Rachel Knieriem.

Pasquale Parise (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Pasquale Parise, unmarried, and acknowledged the foregoing mortgage to be his act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Inez Phebe Decker Humphrey, et vir.

Mortgage.

To

Filed and Recorded September 15th 1949 at 11:50 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.10).

THIS MORTGAGE, made this 13th day of September, in the year nineteen hundred and forty-nine, by and between Inez Phebe Decker Humphrey and Evan Humphrey, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation, duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Inez Phebe Decker Humphrey and Evan Humphrey, her husband, stand indicted unto the said The Liberty Trust Company in the just and full sum of One Thousand One Hundred (\$1,100.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on ----.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Inez Phebe Decker Humphrey and Evan Humphrey, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in or near the Town of Lonaconing, Allegany County, Maryland, and being known as Lots Nos. 41 and 42, Jackson Street, in said Town, and being more particularly described as follows, to-wit:

Beginning at a marked stone A-16 on the survey of a tract called "Wallbridge", thence running with the 17th line of said Wallbridge tract, South 43 degrees 50 minutes East 9 feet to a stake, then leaving the 17th line of the Wallbridge tract, South 69 degrees 25 minutes West 115 feet to a stake on the East side of a road, thence with the East side of said Road, North 24 degrees 00 minutes West 142 feet to a stake at the intersection of the 16th line of the tract called Wallbridge, then with said 16th line, South 62 degrees 50 minutes East 179 feet to a marked stone A-16 the place of beginning.

It being the same property which was conveyed unto Inez Phebe Decker by John R. Lashbaugh and wife, by deed dated August 17, 1938, and recorded in Liber 181, Folio 299, of the Land Records of Allegany County. The said Inez Phebe Decker has since intermarried with Evan Humphrey, and is now Inez Phebe Decker Humphrey.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

Provided that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand One Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand One Hundred (\$1,100.00) dollars, and to cause the policy of policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premium thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators or assigns of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: James Park

Inez Phebe Decker Humphrey (SEAL)

Evan Humphrey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Inez Phebe Decker Humphrey and Evan Humphrey, her husband, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

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James Hoyman, et ux.

Chattel Mortgage.

To

Filed and Recorded September 15th 1949 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY MORTGAGE, made this 13th day of September, 1949, by and between James Hoyman and Ivy Hoyman, his wife, Cumberland, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Eight Hundred Fourteen and 97/100 dollars (\$814.97) which is payable with interest at the rate of six per cent (6%) per annum in 18 monthly installments of Forty-Five and 30/100 Dollars (\$45.30) payable on the 13th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 635 N. Mechanic Street, Cumberland, Allegany County, Maryland:

1949 Ford Standard 2D Sedan - Motor Number: 98H145029

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the mortgagor shall attempt to

Compared and attested by
To: Mortgagor, Frostburg, Md.
Sept 19, 1949

out the written consent of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of $\frac{1}{2}$ full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 14th day of September, in the year 1949.

Attest: Ralph M. Race

Theodore Joshua Kight (SEAL)

Virginia E. Kight (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid personally appeared Theodore Joshua Kight and Virginia E. Kight, his wife, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

William F. Kerns, et ux.

Mortgage.

To

Filed and Recorded September 15th 1949 at 3:50 P. M.

Robert W. Young, et ux.

(Stamps \$2.75)

THIS MORTGAGE, made this 15th day of September, in the year Nineteen Hundred and forty-nine, by and between William F. Kerns and Ethel M. Kerns, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requiree, of Allegany County, State of Maryland, parties of the first part and Robert W. Young and Edith M. Young, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) payable three years after date, with interest thereon at the rate of five per centum (5%) per annum, payable quarterly. The parties of the first part hereby covenant and agree to make monthly payments of at least One Hundred Dollars (\$100.00) from which shall be deducted at each interest period the interest, to be calculated on the amount of principal due at the beginning of said period and the balance, after deducting the interest, shall be applied to the principal sum due hereunder.

It is further understood and agreed by and between the parties hereto that when the principal indebtedness as evidenced by this mortgage is reduced to not more than One Thousand Two Hundred Fifty Dollars (\$1,250.00), and the interest thereon paid currently, then the monthly payments shall be reduced to not less than fifty dollars (\$50.00) each; otherwise the terms as herein set forth remain the same.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in handpaid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagees the following property to-wit:

All that lot, piece or parcel of land situate, lying and being along the Southwesterly side of the Uhl Highway (originally Oldtown Road) and about three-fourths of a mile easterly of Evitts Creek, in Allegany County, State of Maryland, known as Lot No. 7 of the Reuschel Lots, and which is described as follows, to-wit:

Lot No. 7: Beginning for the same at a point along the Southwesterly side of the aforesaid Uhl Highway at the end of 61.71 feet on the fifth line of the whole property of which this is a part, said whole property having been conveyed by Mathias J. Ruppenkamp, et ux. to George Reuschel et ux., by deed dated June 6, 1925, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 151, Folio 16, and running thence with the lines thereof, it being also along and with the Southwesterly side of the aforesaid Uhl Highway, North 39 degrees 46 minutes West 38.63 feet; thence ed 11 along the Southwesterly side of Uhl Highway, and with part of the sixth line of the whole property, North 28 degrees 58 minutes West 69.39 feet; thence crossing the whole property, South 78 degrees 17 minutes West 176 feet to a point on the tenth line of the whole property; thence with the tenth line and also the Railroad, South 19 degrees 40 minutes East 100 feet to the end of the second line of Lot No. 6; thence reversing said second line and crossing the whole property, North 78 degrees 17 minutes East 198.99 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John F. Robertson, et ux., by deed dated November 18, 1943, and recorded in Liber 198, Folio 77, of the Land Records of Allegany County, Maryland.

Subject, however, to the reservation and right of way as set forth in the deed above referred to, reference to which said deed is hereby made for a complete recital of same.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Two Thousand Five Hundred Dollars (\$2,500.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

But in case default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter, either the said Mortgagees or George R. Hughes, -- duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or

purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Betty June Beachy

William F. Kerns (SEAL)

Ethel M. Kerns (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of September, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William F. Kerns and Ethel M. Kerns, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Robert W. Young and Edith M. Young, his wife, the within names Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bone fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Alvin C. Neat Post No. 5280
Veterans of Foreign Wars of the United States, Inc.

To

Filed and Recorded September 16th 1949 at 9:10 A. M.

Mortgage.

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, made this 8th day of September, in the year nineteen hundred and forty-nine, by and between Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal

office in the city of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand (\$6,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a purchase money mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns the following property, to-wit:

FIRST PARCEL: All that lot or parcel of ground situated in Lonaconing, Allegany County, Maryland, and particularly described as follows:

Beginning at a stone AC 1897, said stone being the beginning of the resurvey of the tract called "Wallbridge", which tract was resurveyed for the American Coal Company of Allegany County, September 30, 1897, and patented for the American Coal Company of Allegany County, and duly recorded, thence following the lines of the "Wallbridge Tract" corrected 2 degrees 3 minutes to the right, North 76 degrees 43 minutes East 56½ feet to the planted stone A-1, South 3 degrees 17 minutes East 63 feet to the planted stone A-2, thence South 00 degrees 17 minutes 46 feet on the line between the planted stone A-2 and A-3 to a planted iron pipe, thence leaving the survey line of "Wallbridge" tract, South 70 degrees 39 minutes West 167.7 feet to an iron pipe, thence North 14 degrees 41 minutes West 184.51 feet to an iron pipe on Hanekamp Street, thence with said Street, North 67 degrees 54 minutes East 129.5 feet to an iron fence post, a corner of Jackson School lot, and with a line of said School lot, South 18 degrees 45 minutes East 79.5 feet to a planted stone A-1897.

SECOND PARCEL: All that piece or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at planted stone A-3 said stone being at the end of the 3rd line of the resurvey of the tract called "Wallbridge", which tract was resurveyed for the said American Coal Company of Allegany County, Maryland, September 30, 1897, and patented to the said The American Coal Company of Allegany County and duly recorded in the records of the State of Maryland at Annapolis, the Capitol, thence following the lines of the "Wallbridge" tract resurvey reversed and corrected 2 degrees and 3 minutes to the right, North 00 degrees 17 minutes West 18 feet to a planted iron pin a corner at the end of the 3rd line of a lot conveyed to the Mayor and Councilmen of Lonaconing, a Municipal Corporation, by deed dated January 11, 1939, marked Lot 1 on Plat; thence leaving the said "Wallbridge" resurvey line and following the fourth line of Lot 1, South 70 degrees 39 minutes West 167.7 feet to an iron pipe corner of Lot 1, thence leaving lines of Lot 1, South 14 degrees 41 minutes East 90 feet to an iron pipe, thence North 70 degrees 39 minutes East 159 feet to an iron pipe located on the line of "Wallbridge" tract between stone A-3 and A-4, thence following the line of the "Wallbridge" tract with course reversed and corrected as above, North 11 degrees 27 minutes West 73 feet to the stone A-3, the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Mayor and Councilmen of Lonaconing, by deed dated July, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

This loan is being negotiated and this Mortgage is being executed by authority duly granted unto the Commander and Trustees and other proper officers of Alvin C. Neat Post No. 5280, Veterans of Foreign Wars of the United States, Incorporated, at a special meeting duly called and held on May 26, 1949, at which meeting the Post Commander and Officers were duly authorized, among other things, to negotiate said loan and to execute a Purchase Money Mortgage upon the property herein described in order to secure the same, copy of the Minutes of said meeting being filed with these papers.

The above described land is conveyed, subject to all of the reservations and limitations as to mineral and mining rights, as set forth in two deeds from the American Coal Company of Allegany County, Maryland, to Mayor and Councilmen of Lonaconing, Maryland, reference to which is made.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale; and in case said property is advertised

under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said mortgagor.

Attest: Hugh W. Cook,
Adjutant

James M. Burt (SEAL)
Commander.

(Corporate Seal)

Hugh W. Cook (SEAL)

Thomas E. Daley (SEAL)

Alexander Gardner (SEAL)
Trustees.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James M. Burt, commander, Hugh W. Cook, Trustee; Thomas E. Daley, Trustee; Alexander Gardner, Trustee, and Hugh W. Cook, Adjutant, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President, and Agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Leslie J. Clark, Notary Public.

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Joseph L. Ritter, et ux.

Mortgage.

To Liberty Trust Company of Cumberland, Md. Filed and Recorded September 16th 1949 at 9:10 A.M.

THIS MORTGAGE, made this 14th day of September, in the year nineteen hundred and forty-nine, by and between Joseph L. Ritter and Mernie G. Ritter, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Joseph L. Ritter and Mernie G. Ritter, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Seven Hundred Fifty (\$2,750.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

THIS MORTGAGE is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph L. Ritter and Mernie G. Ritter, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the northerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at the northerly side of Fayette Street with the Southerly side of Wills Creek Avenue, and running thence with the northerly side of Fayette Street, North 76 degrees 30 minutes West 61.9 feet to the end of the first line of the lot conveyed by William H. Cole, Trustee, to Carl W. Bloss and wife, by deed dated August 19, 1925, and recorded in Liber No. 151, Folio 322, of the Land Records of Allegany County, and running thence with the second line of said Bloss lot, North 13 degrees 24 minutes East 74.15 feet to the southwesterly side of Wills Creek Avenue, then with said Avenue, South 26 degrees 51 minutes East 96.71 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Carleton D. Shore, et ux., by deed dated September, 1949, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within

described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Joseph L. Ritter (SEAL)

Mernie G. Ritter (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph L. Ritter and Mernie G. Ritter, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Catherine M. Nairn, et al.

Mortgage.

To

Filed and Recorded September 16th 1949 at 2:55 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 9th day of September, in the year nineteen Hundred and forty-nine, by and between Catherine M. Nairn, widow, John F. Feeney and Mary C. Feeney, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation, duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Catherine M. Nairn, widow, John F. Feeney and Mary C. Feeney, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred (\$700.00) (CMN - MCF - JFF) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Catherine M. Nairn, widow; John F. Feeney and Mary C. Feeney, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, and known and designated as part of original town Lot No. 183 on the northerly side of Beall Street, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Beall Street at its intersection with a line drawn through the center of the division wall between the frame houses Nos. 56 and 56½ (old nos.) Beall Street, said point being also at the end of 56.65 feet measured in an easterly direction along the northerly side of said Beall Street, from the easterly side of Paw Paw Alley and running then with said Beall Street, South 82 degrees 40 minutes East 21.85

feet, then parallel to said Paw Paw Alley, North 7 degrees 27 minutes East 88 feet to a proposed alley 12 feet wide, then with it, North 82 degrees 40 minutes West 20.4 feet to intersect a line drawn through the center of the aforesaid division wall between the frame houses Nos. 56 and 56½ Beall Street, and then reversing said intersecting line and with the center line of the said division wall and the same extended, South 8 degrees 23 minutes West 88 feet to the place of beginning.

It being the same property which was conveyed unto the said Catherine M. Nairn, widow, as life tenant, with the remainder unto the said John F. Feeney and Mary C. Feeney, his wife, by Harry I. Stegmaier, Trustee, by deed dated May 21, 1947, and recorded in Liber 215, Folio 172, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred (\$700.00) (CMN - JFF - MCF) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor,

his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Hundred (\$700.00) (C. M. N. - M. C. F. - J. F. F.) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Catherine M. Nairn (SEAL)

John F. Feeney (SEAL)

Mary C. Feeney (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Catherine M. Nairn, widow; John F. Feeney and Mary C. Feeney, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Robert F. Askey, et ux.

Mortgage.

To

Filed and Recorded September 16th 1949 at 3:00 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.65)

THIS MORTGAGE, made this 14th day of September, in the year nineteen hundred and forty-nine, by and between Robert F. Askey and Ethel L. Askey, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Robert F. Askey and Ethel L. Askey, his wife, stand indebted unto

the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred Fifty (\$1,550.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert F. Askey and Ethel L. Askey, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece and parcel of ground situated on the West side of Weber Street, in Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning for same at the beginning of parcel of ground conveyed from John C. Stakem, et ux. to Harry F. Askey, et ux., dated the 13th day of January, 1921, and recorded in Liber LLS No. 135, Folio 360, one of the Land Records of Allegany County, and running thence with the first line of said deed, South 78 degrees West 47-1/10 feet to the beginning corner of deed conveyed from James B. Gilpin, et ux. to Earl Gauntz, et ux., dated the 12th day of March, 1924, and recorded in Liber L. L. S. No. 146, Folio 285, one of the Land Records of Allegany County, and running thence and reversing the fourth and last line of said Gauntz deed, North 11 degrees West a distance of 50-6/10 feet to said line, thence cutting across the aforementioned Harry F. Askey property with a new line (vernier reading calculated from the original bearing), North 65 degrees 21 minutes East 62-95/100 feet to a point intersecting the fifth line of the aforementioned deed, John C. Stakem, et ux., to Harry F. Askey, et ux., thence with the remaining part of said fifth line, South 1 degree and 18 minutes West 66 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Harry F. Askey, et ux., by deed dated October 11, 1937, and recorded in Liber 179, Folio 56, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor

also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigne.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred Fifty (\$1,550.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigne, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Robert F. Askey (SEAL)

Ethel L. Askey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert F. Askey and Ethel L. Askey, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

John R. Lancaster

Chattel Mortgage.

To Filed and Recorded September 17th 1949 at 8:30 A. M.
North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, made this 13th day of September, 1949, by Lancaster, John R., Keyser, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of Two Hundred Dollars (\$200.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at Route #3, Keyser, Allegany County, in said State of Maryland, that is to say: ----- and in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods, hereafter acquired by the mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Keyser, Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
Ford	1½ ton	1938	BB-18-4360032	--	---

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever. PROVIDED, however, that if Mortgagor shall pay or cause to be paid to mortgagee, its successors and assigns, the said sum of \$200.00 /100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$20.09 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15th day of October, 1949, and each succeeding installment shall be payable on the 15th day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 15th day of September, 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforesaid rate to the date of payment.

MORTGAGOR covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the

Payable in 15 successive monthly installments of \$30.00 each, and -- installments of \$ --- each, with interest after maturity at 6% per annum.

This chattel mortgage, made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above. 1941 Conv. Coupe-Buick

WITNESSETH: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan, the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property, which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns, forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments, stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The Mortgagor may retain possession of the goods and chattels mentioned hereinafter, as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of, any other right or remedy which the mortgagee shall have.

Description of Mortgaged property:

Make of Auto	Year	Body	Motor Number	Serial Number
Buick	1941	Conv. Coupe	54307113	14115001

In witness whereof, the mortgagors hereunto set their hands and seals the date of the Chattel Mortgage above set forth.

WITNESS: E. A. Sturtz

Earl F. Appel (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND - ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Earl F. Appel, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared Ray White agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said mortgagee, to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

For value received the Aetna Finance Company of Cumberland, Maryland, hereby releases the within foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by secretary this 6th day of Dec, 1949.

Attested by
G. Hartley
Secretary

Aetna Finance Company
Ray White
Manager

12/23/49

Carl F. Robertson, et ux.

Mortgage.

To

Filed and Recorded September 17th 1949 at 8:40 A.M.

T. Joseph Condry, et ux.

(Stamps \$4.40).

THIS MORTGAGE, made this 15th day of September, in the year Nineteen Hundred and Forty-Nine, by and between Carl F. Robertson and Stella M. Robertson, his wife, of Allegany County, in the State of Maryland, parties of the first part, and T. Joseph Condry and Pearl Filsinger Condry, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the parties of the second part, in the full and just sum of \$4,000.00 this day loaned the parties of the first part by the parties of the second part, the receipt of which is hereby acknowledged, which said sum shall be repaid, together with interest thereon at the rate of six per cent (6%) per annum in monthly installments of \$15.00 each, on the principal, and in addition thereto interest shall also be payable monthly which interest shall be calculated and credited semi-annually, however, it is understood and agreed that the first of said monthly payments shall not be due and payable until the 1st day of January, 1950, however, in the meantime, said parties of the first part shall pay interest on said indebtedness in equal monthly instalments until the first payment is due hereunder as is hereinbefore provided for.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that piece or parcel of ground, situated in Election District No. 24 near Eckhart, Allegany County, Maryland, and lying and being on the northeasterly side of the proposed State Highway (U. S. Route No. 40) and being a part of the "Scrub Ridge Farm" tract which was conveyed to John H. Rase, et ux, by deed of The Consolidation Coal Company, dated March 17, 1926, and recorded in Liber No. 153, Folio 351, of the Land Records of Allegany County, Maryland, and more particularly described as follows: (True meridian courses and horizontal distances being used throughout.)

Beginning for the same at an iron pipe etake standing at the end of the 22nd line of the aforesaid "Scrub Ridge Farm" tract, said point being also at the beginning of that piece or parcel of ground which was conveyed to William P. Thomas, et ux., by deed of John H. Rase, et ux, dated September 20th, 1948, and recorded in Liber No. 222, Folio 580, of the aforesaid Land Records, and running thence with the first line of the aforesaid Thomas deed,

North 30 degrees 30 minutes East 125.75 feet to a stake; thence South 67 degrees 14 minutes East 184.00 feet to a stake; thence South 34 degrees 23 minutes West 125.96 feet to a stake standing at the end of the second line of that piece or parcel of ground which was conveyed to C. Gilbert Rase, et ux, by deed of John H. Rase, et ux, dated May 3rd, 1948, and recorded in Liber No. 221, Folio 542, of the aforesaid Land Records; thence with the third line of said deed, still South 34 degrees 23 minutes West 128.10 feet to the northeasterly limits of the aforesaid proposed State Highway; thence with said Highway limits in a northwesterly direction by a curve to the left, said curve having a radius of 1469.06 feet and being subtended by a chord bearing North 40 degrees 48 minutes West 170.30 feet to the end of 195.90 feet on the 22nd line of the aforesaid "Scrub Ridge Farm" tract; thence with the remainder of said 22nd line North 30 degrees 30 minutes East 47.10 feet to the beginning, containing .842 of an acre, more or less.

Also the right of Carl F. Robertson, et ux, their heirs, personal representatives or assigns, to use the roadway extending southeastwardly from the fourth line of this description, as a means of ingress to and regress from the premises herein described.

SAVING AND EXCEPTING, however, from the operation hereof, the land, easements and rights shown and/or indicated upon State Roads Commission Plat No. 6277, (said plat being filed in the land recorder's office of Allegany County, Maryland), which were conveyed by John H. Rase, et ux, to the State of Maryland, for the use of the State Roads Commission. Also reserving unto John H. Rase, et ux, their heirs, personal representatives and/or assigns, the right to maintain and use the existing roadway which extends in a southeasterly direction across the lot herein described.

IT BEING the same property which was conveyed by John H. Rase, et ux, to Carl F. Robertson, et ux, by deed dated November 10, 1948, and recorded in Deeds Liber 226, Folio 205, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00), together with the interest thereon and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of

sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand (\$4,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Maxine Wilmot Carl F. Robertson (SEAL)
Maxine Wilmot Stella M. Robertson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl F. Robertson and Stella M. Robertson, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared T. Joseph Condry and Pearl Filsinger Condry, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Maxine Wilmot, Notary Public.

Alva C. Lewis, et ux.

Chattel Mortgage.

To
Frostburg National Bank.

Filed and Recorded September 17th 1949 at 8:30 A. M.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 14th day of September, 1949, by and between Alva C. Lewis and Pearl Lewis, his wife, Frostburg, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of Thirteen Hundred Seventy-Seven and 60/100 dollars (\$1377.60) which is payable with interest at the rate of six per cent (6%) per annum in 21 monthly installments of sixty-five and 60/100

Compared at
Frostburg, Md.
Sept 21 49

dollars (\$65.60) payable on the 14th day of each and every calendar month; said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the mortgagee, its successors and assigns, the following described personal property located at 41 Greene Street, Frostburg, Allegany County, Maryland:

1949 Chevrolet Fordor Sedan - Motor Number GAM 326126 - Serial Number: 14GKI 75934

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Fourteen Hundred and no/100 dollars (\$1400.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to insure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all:

David R. Willetts

Alva C. Lewis (SEAL)

Pearl Lewis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Alva C. Lewis and Pearl Lewis, his wife, the within named mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Fidelity Savings Bank of Frostburg, Md.

Partial Release of Mortgage.

To

Filed and Recorded September 17th 1949 at 8:40 A. M.

John H. Rase, et ux.

THIS PARTIAL RELEASE OF MORTGAGE, made this 15th day of September, 1949, by and between The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and John H. Rase and Fannie M. Rase, his wife, of Allegany County, Maryland, parties of the second part. WITNESSETH:

WHEREAS, the parties of the second part mortgaged certain property situated in Allegany County, Maryland, to the party of the first part by mortgage dated December 1, 1948, and recorded in Mortgage Liber 218, Folio 532, among the Land Records of Allegany County, Maryland, and

WHEREAS, the parties of the second part subsequently sold and conveyed part of the property described and conveyed in the aforementioned mortgage to Carl F. Robertson, et ux, by deed dated November 10, 1948, and recorded in Deeds Liber 226, Folio 205, among the Land Records of Allegany County, Maryland, and

WHEREAS, the party of the first part herein has been requested to release the lien of the aforementioned mortgage as to the property sold and conveyed to the said Carl F. Robertson, et ux, by deed dated and recorded as aforesaid.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the parties of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby release and discharge unto the parties of the second part, their heirs and assigns, all that piece or parcel of ground situated in Election District No. 24, near Eckhart, Allegany County, Maryland, and lying and being on the northeasterly side of the proposed State Highway (U. S. Route No. 40) and being a part of the "Scrub Ridge Farm" tract which was conveyed to John H. Rase, et ux., by deed of The Consolidation Coal Company, dated March 17, 1926, and recorded in Liber No. 153, folio 351, of the Land Records of Allegany County, Maryland, and more particularly described as follows: (True Meridian courses and horizontal distances being used throughout.)

BEGINNING for the same at an iron pipe stake standing at the end of the 22nd line of the aforesaid "Scrub Ridge Farm" tract, said point being also at the beginning of that piece or parcel of ground which was conveyed to William P. Thomas, et ux, by deed of John H. Rase, et

WITNESSETH
 W. Earle Cobey, Atty. City
 Sept 21 1949

ux, dated September 20th, 1948, and recorded in Liber No. 222, Folio 580, of the aforesaid Land Records, and running thence with the first line of the aforesaid Thomas deed, North 30 degrees 30 minutes East 125.75 feet to a stake; thence South 67 degrees 14 minutes East 184.00 feet to a stake; thence South 34 degrees 23 minutes West 125.96 feet to a stake standing at the end of the second line of that piece or parcel of ground which was conveyed to C. Gilbert Rase, et ux, by deed of John H. Rase, et ux, dated May 3rd, 1948, and recorded in Liber No. 221, Folio 542, of the aforesaid Land Records; thence with the third line of said deed, still South 34 degrees 23 minutes West 128.10 feet to the Northeasterly limits of the aforesaid proposed State Highway; thence with said Highway limits in a northwesterly direction by a curve to the left, said curve having a radius of 1469.06 feet and being subtended by a chord bearing North 40 degrees 48 minutes West 170.30 feet to the end of 195.90 feet on the 22nd line of the aforesaid "Scrub Ridge Farm" tract; thence with the remainder of said 22nd line North 30 degrees 30 minutes East 47.10 feet to the beginning, containing .842 of an acre, more or less.

Also including the rights of way and easements reserved, described and conveyed in the aforementioned deed from John H. Rase, et ux, to Carl F. Robertson, et ux.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said John H. Rase and Fannie M. Rase, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, in the same manner as if said mortgage had never been executed, however, it is distinctly understood and agreed that said mortgage shall remain a valid lien as to all other property described and conveyed therein.

IN WITNESS whereof, The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, has caused its corporate seal to be affixed hereto, duly attested by its cashier the day and year first above written.

Attest: (CORPORATE SEAL)
Ralph M. Race,
Secretary

THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND.
By Wm. B. Yates,
Executive Vice-President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wm. B. Yates, executive vice-president of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and acknowledged the foregoing partial release of mortgage to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year first above written.
(Notarial Seal) Ralph M. Race, Notary Public.

Ellis Rank Yates, et ux.

To

Fidelity Savings Bank of Frostburg, Md.

Chattel Mortgage.
Filed and Recorded September 19th 1949 at 8:30 A. M.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 16th day of September, in the year 1949, by and between Ellis Rank Yates and Leah Blanche Yates, his wife, of Allegany County, Maryland, hereinafter called the Mortgagor, and the Fidelity Savings Bank of Frostburg,

Allegany County, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Two Hundred Seventy-Four and 54/100 dollars (\$274.54), payable ^{in installments} to the order of said bank.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1941 Dodge 4-Door Sedan, Motor No. D19-185599, Serial No. 30526588.

PROVIDED, that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$274.54 dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the city of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at -- in Frostburg, Md., except when actually being used by the said Mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$274.54, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of fire, to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 16th day of September, in the year Nineteen Hundred Forty-Nine.

Attest: Rachel Knieriem

Ellis Rank Yates (SEAL)

Leah Blanche Yates (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Ellis Rank Yates and Leah Blanche Yates, his wife, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial seal the day and year above written.
(Notarial Seal) Rachel Knieriem, Notary Public.

To have and to hold the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$25.13 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 25th day of October 1949, and each succeeding installment shall be payable on the 25th day of each succeeding month thereafter, together with a final installment covering any unpaid balance including interest as aforesaid, which final installment shall be payable on the 25th day of December, 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal together with accrued interest as aforesaid, shall become due and payable immediately and mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions.

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice, provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or county in which mortgagor resides or in the City or County in which mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon, together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and Seal(s) of said Mortgagor(s).

Witness: P. Shuck

Witness: S. Burns

Thomas C. Humbertson (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this --- day of ---- 19 -- before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Thomas C. Humbertson, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared G. R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

For value received, North American Acceptance Corporation, Mortgagee in the within Mortgage hereby releases said Mortgage. Executed pursuant to the power of Attorney, recorded in Liber 214, Folio 621 last.

Witness the execution hereof by said Mortgagee this 3rd day of November, 1949.

WITNESS:

A. S. Burns

NORTH AMERICAN ACCEPTANCE CORP.

G. R. Chappell
Attorney-in-Fact.

11/4/49.

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Thomas K. Whalley, et al.

Mortgage.

To

Filed and Recorded September 20th 1949 at 3:55 P. M.

Second National Bank of Cumberland, Md.

(Stamps \$7.70)

THIS MORTGAGE, made this 17th day of September, 1949, by and between Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees as hereinafter set forth, all of Allegany County, State of Maryland, parties of the first part and The Second National Bank of Cumberland, Maryland, a banking corporation organized and existing under the laws of the United States of America, party of the second part.

WHEREAS, Henry Hart Post No. 1411, Veterans of Foreign Wars, Cumberland, Maryland, an unincorporated association, for the benefit of which Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, hold title to that property known and designated as Henry Hart Post No. 1411 Home of the Veterans of Foreign Wars and situated on the southerly side of Union Street in the City of Cumberland, Maryland; and,

Whereas, the deed for the aforesaid property, dated the 21st day of October, 1941, and recorded in Liber 192, Folio 13 of the Land Records of Allegany County, Maryland, provides that the aforesaid Trustees shall have the power and authority to sell, mortgage or lease said property upon the written authority of Henry Hart Post No. 1411, Veterans of Foreign Wars; and,

WHEREAS, the said Henry Hart Post No. 1411, at a meeting duly called and held, September 6, 1949, at which meeting a quorum was present, unanimously authorized the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, for Henry Hart Post No. 1411, Veterans of Foreign Wars, to place a mortgage upon the aforesaid premises in the amount of Seven Thousand Dollars (\$7,000.00); and,

WHEREAS, the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, as Trustees for Henry Hart Post No. 1411, Veterans of Foreign Wars, stand indebted unto the Second National Bank of Cumberland, Maryland, in the just and full sum of Seven Thousand Dollars (\$7,000.00) this day loaned to the aforesaid parties of the first part by the party of the second part, and which is to be repaid, with interest at the rate of four per cent. (4%) per annum, in payments of not less than One Hundred (\$100.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until

Compared and Mailed Pursuant to M.A. 1049
To Notary, City
Sept 22 1949

the amount of principal and interest is fully paid, all of which said payments are to be made at the Second National Bank of Cumberland, Maryland, in the City of Cumberland, Maryland.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, and also the payment of monthly installments on the principal, together with the interest thereon, as and when the same shall be due and owing, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the Second National Bank of Cumberland, Maryland, its successors and/or assigns, the following property, to wit:

ALL that lot or parcel of ground situated on the Southerly side of Union Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a point on the Southerly side of Union Street distant 25 feet measured in a westerly direction along the Southerly side of Union Street from the Northerly corner of the brick dwelling, formerly designated as Number 55 Union Street, said beginning point being also distant 75 feet measured in a westerly direction along the Southerly side of said Union Street from the Westerly side of Rebecca (now called Park) Street, and running thence with the Southerly side of Union Street, South 77 degrees 47 minutes West 25 feet to the easterly side of an alley and with it and parallel with Rebecca (now called Park) Street, South 12 degrees 15 minutes East 106 Feet to the northerly side of Oak Alley and with it North 77 degrees 47 minutes East 25 feet to a point distant 75 feet measured in a westerly direction along the northerly side of Oak Alley from the Westerly side of Rebecca (now called Park) Street, thence North 12 degrees 15 minutes West 106 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part as Trustees for the Henry Hart Post No. 1411, Veterans of Foreign Wars, Cumberland, Maryland, by The Cumberland Veterans Association Incorporated, by a deed dated the 21st day of October, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber 192, Folio 13,

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees, their successors or assigns do and shall pay to the said The Second National Bank of Cumberland, Maryland, its successors and assigns, the aforesaid sum of Seven Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable in monthly installments as hereinbefore recited, and in the meantime do and shall perform all the covenants herein then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or default on any monthly installment of principal and interest, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Second National Bank of Cumberland, Maryland, its successors and assigns, or Thomas B. Finan, his or their duly

constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her its or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty (20) days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a Commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not, and as to the balance, to pay it over to the said parties of the first part, their successors or assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several successors or assigns, of the parties of the first part.

WITNESS the hands and seals of said mortgagors.

Witness: Thomas B. Finan

Thomas K. Whalley (SEAL)

Thomas B. Finan

Edward C. Kilroy (SEAL)

Thomas B. Finan

James W. Beacham (SEAL)

Trustees for Henry Hart Post No. 1411

STATE OF MARYLAND, ALLEGANY COUNTY, To wit:

I HEREBY CERTIFY, That on this 17th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas K. Whalley, Edward C. Kilroy and James W. Beacham, Trustees for Henry Hart Post No. 1411, and each acknowledged the foregoing Mortgage to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby M. Yoder, Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared John H. Mosner, vice-president of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said --- did further, in like manner, made oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Chas. E. Shaw, Notary Public.

The following have been deducted from said amount of loan:

Balance	\$150.64
For interest at the rate of one-half(1/2%) per cent per month for the number of months contracted for	66.20
Service charges	20.00
Recording fees	2.55
For bills	496.81

Receipt of \$736.20 is hereby acknowledged by the Mortgagor.

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee WITNESSETH:

That for and in consideration for a loan in the amount of loan stated above made by Mortgagee to Mortgagor which loan is repayable in 18 successive monthly instalments of \$40.90 /100 each, said instalments being payable on the 16th day of each month from the date herof, mortgagor does hereby bargain and sell unto mortgagee the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, That if mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said loan according to its terms as aforesaid and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof or any part thereof may be paid in advance at any time and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date until paid.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment or any part thereof, as provided in said note, then the entire unpaid balance shall immediately become due and payable, at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: Edith M. Twigg.

Rebecca R. Carder (SEAL)

Chester S. Carder (SEAL)

SCHEDULE "A"

Certain chattels, including all household goods, now located at the address of the mortgagors indicated above, to wit:

Living room - 1 chair, occ.; 1 rug Rose; 1 table, occ.; 1 Blue daybed; 1 large studio couch.

Dining Room - 1 buffet, wal.; 4 chairs, wal.; 1 china closet, wal.;
1 table, wal.; 1 Crosley Radio; 1 table model radio.

Kitchen - - - 4 chairs, maple; 1 refrigerator, Crosley, 1 stove Crosley,
electric; 1 table, maple; 1 vacuum cleaner, hand; 1 washing
machine, Kenmore; 1 maple hutch; 1 mixer.

Bed rooms - - 1 bed, maple; 1 bed, wal., 2 chiffonier, maple & wal., 2 dresser,
1 maple & 1 wal.; 1 dressing table, wal.; 2 end tables, 1 cedar
chest.

and, in addition thereto, all other goods and chattels of like nature and all other furniture fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Rebecca A. Carder and Chester L. Carder, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

Carl T. Agnew, et ux.

To

Liberty Trust Company

Filed and Recorded September 21st 1949 at 8:55 A. M.

(Stamps 55¢)

THIS MORTGAGE, made this 19th day of September, in the year nineteen hundred and forty-nine, by and between Carl T. Agnew and Mary Agnew, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

Whereas, the said Carl T. Agnew and Mary Agnew, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Hundred Fifty (\$750.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar and

Compared and Mailed
To Edith M. Twigg
Sept 27 1949

in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carl T. Agnew and Mary Agnew, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

A certain tract or parcel of land situate near Twenty-First Bridge, in Allegany County, Maryland, bounded and described as follows:

BEGINNING at an iron pin in the road where a marked pin oak once stood at the end of the 4th line of the Moses T. Greenwade's Upper Lot, and running thence with said line, North 69-3/4 degrees West 31 poles to a stone on the south side of said road, thence South 38-1/2 degrees West 139-2/3 poles to a stone in G. T. Carskadon's line, thence with said line, South 56 degrees East 41 poles to a stone in C. W. Ravenscraft's line, thence with said line, North 49 degrees East 94-1/3 poles to a stone by the roadside along the Baltimore and Ohio Railroad Cut, North of Twenty First Bridge, thence North 1 degree East 65 poles to the beginning, containing 50 acres, more or less.

There is specifically reserved and excepted, however, from the above described tract of land and from this conveyance, a portion of said tract or parcel of land which was conveyed to E. Toil E. Harman and G. M. Harmon, her husband, by deed from E. G. Kimmell, bearing date April 30, 1923, for ten acres, more or less, bounded and described as follows:

Beginning at G. T. Carskadon's corner in the Ravenscraft's line and running thence with the latter, North 49 degrees (5 degrees variation) East 33-2/5 poles to a fence post in said line, thence leaving said line and making two new lines, North 39 degrees West 18.6 poles to a fence post in the field, and thence North 50 degrees West 30-1/2 poles to the original line, thence with it, South 56 degrees (5 degrees variation) East 40 poles to the beginning, containing 10 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Isaac F. Clark, et ux., by deed dated January 27, 1944, and recorded in Liber 198, Folio 620, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the

interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said, The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Fifty (\$750.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Carl T. Agnew (SEAL)
Celestine H. Rhind Mary Agnew (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carl T. Agnew and Mary Agnew, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the president and agent or attorney for said corporation, and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal, the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Compared and Mailed August 22, 1949
 To Office, about 10:30 A.M.
 Sept 22-1949

 A. G. Fridley Chattel Mortgage.
 To Filed and Recorded September 21st 1949 at 8:30 A. M.
 National Discount Corporation. (Cumberland Branch)

THIS CHATTEL MORTGAGE, made this sixteenth day of September, 1949, by A. G. Fridley, Mortgagor, and National Discount Corporation, Mortgagee.

Whereas, the said mortgagor is indebted unto the said Mortgagee in the full sum of One Hundred Seventy One and 02/00 Dollars, which said sum the said Mortgagor has agreed to repay in Five consecutive Mo. installments of Twenty-Eight and 50/00 Dollars and one final installment of twenty-Eight and 52/00 dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1941	Willys	Del. FDR Sed.	638632W2	54281

Loan Computation

Interest	\$5.13
Service Charge	6.84
Insurance	7.00
Recording Fees	2.05
To Maker	150.00
Total Loan	\$171.02

In testimony whereof, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder.

A. G. Fridley (SEAL)

STATE OF MARYLAND, CUMBERLAND, TO WIT:

(Cumberland Branch)

I HEREBY CERTIFY, that on this 16th day of September, in the year one thousand nine hundred and Forty Nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared A. G. Fridley, the mortgagor named in the foregoing mortgage, and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz,
 Notary Public.

Raymond R. Rosenberger, et ux. Mortgage.

To Filed and Recorded September 21st 1949 at 2:50 P. M.
 Sam U. Yoder, et ux.

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of August, in the year one Thousand Nine Hundred and Forty-Nine, by and between Raymond R. Rosenberger and Pearl M. Rosenberger, his wife, of Garrett County, State of Maryland, of the first part, and Sam U. Yoder and Abbie Yoder, his wife, of Garrett County, State of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of Seven Thousand Dollars (\$7,000.00), as is evidenced by their certain joint and several promissory note, bearing even date herewith and payable to the order of the said parties of the second part, or the survivor of them, on or before three years after date, with interest from date at the rate of 3% per annum, payable semi-annually; said note representing the purchase price for part of the property hereinafter mentioned and described; it being a condition precedent to the loaning of said sum of money and the acceptance of said note that this mortgage is executed.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

1 - All those two pieces or parcels of land situate, lying and being on the National Highway East of Grantsville, in Election District No. 3, of Garrett County, Maryland, containing for the whole the quantity of 0.8 of an acre, more or less, and being the same which were conveyed unto the said parties of the first part by deed from the said parties of the second part, bearing even date herewith and recorded or to be recorded among the Land Records of Garrett County, Maryland, reference to which said deed and the record thereof is hereby made for a full and complete description of said parcels of land.

EXCEPTING HOWEVER, all minerals underlying the same, together with mining rights.

2 - All of the following lots, pieces or parcels of land situate, lying and being in Allegany County, Maryland, to-wit:

(1) All that lot or parcel of land known as Lot No. 23 as shown on the Plat of Robinette's First Addition situate on McMullen Boulevard in Allegany County, Maryland, and being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 16th day of July, 1945, and recorded in Liber R. J. No. 204, Folio 523, one of the Records of Allegany County, Maryland.

(2) All that lot known as Lot No. 22 as shown on said Plat of Robinette's First Addition situate as aforesaid, and being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 16th day of July, 1945, and recorded in Liber R. J. No. 204, Folio 524, one of said Records of Allegany County.

(3) All that other parcel of land known as Lot No. 24 as shown on the above Plat of Robinette's First Addition, and being the same which was conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustees, bearing date the 16th day of July, 1945, and recorded in Liber R. J. No. 204, Folio 526, one of the Records of Allegany County, Maryland.

(4) All those lots, pieces or parcels of land as shown on the Plat of Robinette's First Addition Amended, known and designated as Lot Nos. 44, 53, 54 and 55, in District

Compared and Mailed August 22, 1949
 To Office, about 10:30 A.M.
 Sept 22-1949

No. 6, in Allegany County, Maryland, and being the same which were conveyed unto the said parties of the first part by deed from The Second National Bank of Cumberland, Maryland, Trustee, bearing date the 20th day of October, 1947, and recorded in Liber R. J. No. 218, Folio 704, one of the Records in Allegany County, Maryland.

The above parcels of land are subject to certain restrictions and limitations as set out in the above mentioned deeds.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances ther unto belonging or in anywise appertaining.

PROVIDED, That if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, or the survivor of them, their executors, administrators or assigns, the aforesaid principal sum of Seven Thousand Dollars, together with interest thereon to accrue when and as the same shall become due and demandable, and in the meantime shall perform all the covenants here in on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Walter W. Dawson, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Garrett County and Allegany County, Maryland, respectively, as to the location of the aforesaid properties, which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs or assigns, the improvements on the hereby mortgaged land, to the amount of at least Seven Thousand Dollars and cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, otherwise said parties of the second part may at their option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend

to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS, the hands and seals of said mortgagors.

Attest: G. W. Diefenbach

Raymond R. Rosenberger (SEAL)

G. W. Diefenbach

Pearl M. Rosenberger (SEAL)

STATE OF MARYLAND, GARRETT COUNTY, TO WIT:

On this 31st day of August, 1949, before me, G. W. Diefenbach the undersigned officer, personally appeared Raymond R. Rosenberger and Pearl M. Rosenberger, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. And at the same time before me personally appeared Sam U. Yoder, one of the within named mortgagees and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

(Notarial Seal)

G. W. Diefenbach, Notary Public.

Russell D. Beery, et ux.

Mortgage.

To Second National Bank of Cumberland.

Filed and Recorded September 20th 1949 at 2:10 P. M.

(Stamps \$2.20)

THIS MORTGAGE, made this 19th day of September, in the year Nineteen Hundred and Forty-Nine by and between Russell D. Beery and Anne H. Berry, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of Sixteen Thousand (\$16000.00) Dollars to be paid with interest at the rate of five (5%) per cent per annum, computed monthly on unpaid balances, said indebtedness to be repaid by the payment of at least \$170.00 monthly, the first monthly payment of principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon, these presents are executed. And whereas, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Russell D. Beery and Anne H. Beery, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors and assigns, the following property, to-wit:

FIRST - All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lots Nos. 14, 15 and 16 of Block No. 33 as shown on a revised plat of Johnson Heights Addition, dated April 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows, to-wit:

Compared and Mailed
T. M. City
Sept 21 1949

Beginning for the same at the point of intersection of the southerly side ~~southerly~~ side of Penhurst Street with the division line between Lots Nos. 13 and 14 of Block No. 33 as shown on the aforementioned map of the Johnson Heights Addition as filed in Plat Case No. 134, one of the Land Records of Allegany County, Maryland, and running then with the southerly side of Penhurst Street, North 88 degrees 10 minutes East 105 feet to the point of intersection with the division line between Lots Nos. 16 and 17 of said Block No. 33, then with said division line and at right angles to Penhurst street, South 1 degree 50 minutes East 125 feet to a point on the northerly side of a 15-ft. alley, then with the northerly side of said alley and at right angles to the last named line South 88 degrees 10 minutes West 105 feet to the point of intersection with the dividing line between Lots Nos. 13 and 14 of Block No. 33 of said Addition, and then with said division line and at right angles to the last named line North 1 degree 50 minutes West 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Johnson Realty Corporation et al dated September 3, 1941, which is recorded in Liber 199, Folio 184, one of the Land Records of Allegany County, Maryland.

SECOND: All that property on Johnson Heights in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 17 of Block No. 33 as shown on a revised plat of Johnson Heights Addition, dated April 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, said property fronting 47.5 feet on the Southerly side of Penhurst Street, and more particularly described as follows, to-wit:

Beginning for the same at a point where the westerly side of Avondale Avenue intersects the southerly side of Penhurst Street and running then along the westerly side of said Avondale Avenue South 1 degree 50 minutes East 125 feet to an alley, then with said alley South 88 degrees 10 minutes West 47.5 feet to the line dividing lots Nos. 16 and 17, Block No. 33, in said addition, then with said dividing line North, 1 degree 50 minutes West 125 feet to the southerly side of Penhurst Street, and then with said street North 88 degrees 10 minutes East 47.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James B. Reinhart, et ux, dated July 22, 1948, which is recorded in Liber 222, Folio 304, one of the Land Records of Allegany County, Maryland.

THIRD: All that lot, piece or parcel of ground lying and being on the easterly side of Pennsylvania Avenue known and designated as part of Lot No. 44 in the Highland Addition to South Cumberland, Maryland, a plat of which said addition is recorded in Liber 78, Folio 272, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Pennsylvania Avenue where the line dividing Lots Nos. 43 and 44 in said addition intersects the same, and running then with said Avenue, South 14 degrees 2 minutes West 37.5 feet, then South 75 degrees 58 minutes East 105 feet to an alley, then with said alley, North 14 degrees 2 minutes East 37.5 feet to the said dividing line between Lots Nos. 43 and 44, and then with said dividing line North 75 degrees 58 minutes West 105 feet to the place of beginning.

Being the same property which was conveyed unto Russell D. Beery by deed of Alla B. Brotemarkle et vir dated January 15, 1936, which is recorded in Liber 174, Folio 186, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Russell D. Beery and Anne H. Beery, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of

Cumberland, its successors or assigns, the aforesaid sum of Sixteen Thousand (\$16,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Russell D. Beery and Anne H. Beery, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Russell D. Beery and Anne H. Beery, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Second National Bank of Cumberland, its successors and assigns or Harry I. Stegmaier, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Russell D. Beery and Anne H. Beery, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Russell D. Beery and Anne H. Beery, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or Companies, acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand (\$1600.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness the hands and seals of said mortgagors.

Attest: Angela W. McClure
Angela W. McClure

Russell D. Beery (SEAL)
Anne H. Beery (SEAL)
Anne H. Beery (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Russell D. Beery and Anne H. Beery, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, president of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joseph F. Stakem, Notary Public.

The Assembly of God of No. 120 Elder Street,
Cumberland, Allegany County, Maryland.

Mortgage.

To

Filed and Recorded September 21st 1949 at 2:45 P. M.

Cumberland Savings Bank of Cumberland, Md.

(Stamps \$11.00)

THIS MORTGAGE, made this 21st day of September, in the year Nineteen Hundred and Forty-Nine, by and between The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Ten Thousand (\$10,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of \$100.00 per month plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagor, party hereto and fully understood by it that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation does give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those two lots or parcels of ground situated on the South side of Elder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 160 and 161, on the plat of the Humbird Land and Improvement Company. Lot No. 160 having been conveyed unto the said party of the first part by J. Wilson Humbird and wife by deed dated June 10, 1915 and recorded in Liber No. 116, Folio 559, one of the Land Records of Allegany County, Maryland, and Lot No. 161 having been conveyed to it by Alvey S. Reckley by deed dated September 8, 1911, and recorded in liber No. 108, Folio 578, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed to The Assembly of God, of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation by the Pentecostal Assembly of Cumberland, Maryland, a corporation, by deed dated the 24th day of August, 1920, and recorded in Liber 134, folio 196, one of the Land Records of Allegany County, Maryland.

Also: All that piece or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, in the State of Maryland, known, laid out and designated on the plat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, which plat is recorded in the back part of Liber No. 73, and the courses and distances of the Lots in which, are recorded in Liber No. 84, Folio 67, as Lot No. 162, which said lot is particularly described as follows:

Beginning on the South side of Elder Street, at the end of the first line of Lot No. 161, and running thence with said street, South 53½ degrees East 30 feet; then South 36½ degrees West 125 feet to an alley; and with it North 55½ degrees West 30 feet to the end of the second line of Lot No. 161; and with it reversed, North 36½ degrees East 125 feet to the beginning.

It being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation by Otho F. Dyer and Margaret A. Dyer, his wife, by deed dated the 29th day of May, 1941, and recorded in Liber 190, Folio 151, one of the Land Records of Allegany County, Maryland.

Also: All that lot or parcel of ground situated, lying and being on the Southerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, comprising the Westerly 15 feet of whole Lot No. 163, on the Plat of the Humbird Land and Improvement Company's Addition to the City of Cumberland, Recorded in the back part of Liber 73, among the Land Records of said County, and the courses and distances of which are recorded in Liber 84, Folio 67, etc., of said Land Records and particularly described as follows:

Beginning on the Southerly side of Elder Street at the end of the first line of Lot No. 162, and running thence with said side of said Street, South 53½ degrees East 15 feet; thence South 35½ degrees West 125 feet to an alley; and with said alley, North 53½ degrees West 15 feet to the end of the second line of Lot No. 162, and with it reversed, North 36½ degrees East 125 feet to the beginning.

IT being the same property which was conveyed to The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, by Cora M. Sampsell, (widow) by deed dated the 7th day of April, 1943, and recorded in Liber 195, Folio 678, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, its successors or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Ten Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said The Assembly of God of No. 120 Elder Street, Cumberland, Allegany County, Maryland, a corporation, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The

And it is Agreed that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or William M. Somerville his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred and Fifty (\$1,250.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Ina E. Hughes	Bruce V. Nines	(Seal)
	Ina E. Hughes	Thelma B. Nines	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 15th day of September

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Bruce V. Nines and Thelma B. Nines his wife,

and --- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Ina E. Hughes
Notary Public

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James W. Hill et ux
To
Filed and Recorded September 16th 1949 at 11:05 A.M. Mortgage

Oliver R. Lepley
This Mortgage, Made this 16th day of September
Purchase Money in the year Nineteen Hundred and forty-nine, by and between
James W. Hill and Evah S. Hill, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Oliver R. Lepley

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned to the parties of the first part the full and just sum of Five Hundred (\$500.00) Dollars, which said sum the said parties of the first part do hereby agree to repay within two years from the date hereof, together with interest thereon at the rate of five (5%) per cent. per annum, due and payable annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his heirs and assigns, the following property, to-wit: All that tract, piece or parcel of land lying about two and one-half miles eastwardly from the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

All that tract, piece or parcel of land conveyed by and described in a deed from Arthur M. Rice, et ux, to William H. Leasure, said deed bearing date the 24th day of September, 1934 and recorded in Liber No. 171, folio 449, one of the Land Records of Allegany County, Maryland, to which deed a reference is hereby made for a more complete description of said tract and parcel of land by metes, bounds, courses and distances.

BEING the same property that was conveyed to the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded simultaneously with the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of Five hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. J. W. Hill et ux
at 101 Baltimore St.
Sept 22 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors

Attest	Elizabeth Philson	James W. Hill	(Seal)
	Elizabeth Philson	Evah S. Hill	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 16th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James W. Hill and Evah S. Hill, his wife,

and --- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Oliver R. Lepley the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Elizabeth Philson

Notary Public

Francis Donahoe et ux
To Violet Welsh Zimmerman et al
Filed and Recorded September 17th 1949 at 11:10 A.M. Mortgage
(Stamps \$2.20)

This Mortgage, Made this 17th day of September in the year Nineteen Hundred and Forty Nine

, by and between Francis Donahoe and Regina Ann Donahoe his wife of Allegany County, in the State of Maryland parties of the first part, and Violet Welsh Zimmerman, Homer S. Oster and Anna G. Oster his wife,

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the parties of the second part, in the full and just sum of Two Thousand (\$2,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per annum, calculated semi-annually but payable in equal installments every month, of said amount \$1,000.00 being payable to Violet Welsh Zimmerman and \$1,000.00 being payable to Homer S. Oster and Anna G. Oster, his wife, as tenants by the entireties.

The parties of the first part hereby covenant that the said \$2,000.00 is sufficient to pay all remaining bills owed for labor and materials for construction and completion of a dwelling on the parcel of ground covered by this mortgage and will be so immediately used by the parties hereto as per list of such bills furnished by the parties of the first part; that there are not any further contracts or obligations whatsoever outstanding in connection with the construction of said dwelling; that said dwelling is now completed; that all future work on said dwelling, if any, will be entirely independent of the original construction and subject to this mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece or parcel of land located on the Easterly side of the Knobley Road, which runs between the Bedford Road and the Valley Road about two miles Northeast of the City of Cumberland, in Election District No. 5, Allegany County, State of Maryland, and described as follows:

Beginning at a stake on the Easterly bank of the Knobley Road, ten feet from center thereof, and at the end of a reference line drawn South 15-1/4 degrees East 116.9 feet from center of a Jack Oak Tree, corner of Miller & Donahoe parcels of land, and running thence by new division lines as follows; South 84-3/4 degrees East 110.5 feet to a Black Oak Tree; North 1 degree East 75 feet to a stake; North 84-1/4 degrees West 112.5 feet to a stake on the Easterly bank of the aforesaid Knobley Road; thence by said road, South 1-3/4 degrees West 75 feet to the beginning.

Being the same property conveyed by William J. Winfield et ux to the said Francis Donahoe et ux by deed dated April 10, 1947, and recorded in Liber No. 214, folio 604 one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Verified & Witnessed
To Homer S. Oster & Anna G. Oster
17.2.49
10/17/49

And it is Agreed that until default be made in the premises, the said _____ parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____ parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

parties of the second part, their

heirs, executors, administrators and assigns, or _____ Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor _____s, their _____ representatives, heirs or assigns.

And the said _____ parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee _____ or their _____ assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Two Thousand (\$2,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee _____s, their _____ heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee _____s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Ina E. Hughes	Francis Donahoe	(Seal)
	Ina E. Hughes	Regina Ann Donahoe	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this _____ 17th _____ day of _____ September

in the year nineteen hundred and _____ forty nine _____, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis Donahoe and Regina Ann Donahoe, his wife,

and _____ acknowledged the foregoing mortgage to be _____ their _____ act and deed; and at the same time before me also personally appeared _____ Wilbur V. Wilson, Agent of _____

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of the said mortgagor _____ and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes
Notary Public

Kenneth Fuller et ux
To Cumberland Savings Bank of Cumberland, Maryland
Filed and Recorded September 19th 1949 at 3:35 P. M.
Mortgage
(Stamps \$2.75)

This Mortgage, Made this _____ 19th _____ day of _____ September _____ in the year Nineteen Hundred and _____ Forty-nine _____, by and between Kenneth Fuller and Gladys R. Fuller, his wife

of _____ Allegany _____ County, in the State of _____ Maryland _____ part _____ ies _____ of the first part, and Cumberland Savings Bank of Cumberland, Maryland duly incorporated under the Laws of the State of Maryland, a corporation

of _____ Allegany _____ County, in the State of _____ Maryland _____ part _____ y _____ of the second part, WITNESSETH:

Whereas, The said Kenneth Fuller and Gladys R. Fuller, his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Two Thousand Six Hundred Twenty-three dollars and seven cents (\$2623.07), payable one year after date, with interest from date at the rate of Six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$35.00 per month, plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kenneth Fuller and Gladys R. Fuller, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, the following property, to-wit: All those certain pieces or parcels of real estate lying in the City of Cumberland, known as Lot No. 13 and Lot No. 14 in Highland Addition to Cumberland, more particularly described as follows:

LOT NO. 13. Begins at the end of 25 feet on a line drawn South 14 degrees 2 minutes West from an iron stake (said stake standing at the end of 25 feet on a line drawn South 14 degrees 2 minutes West from the end of the first line of Lot No. 12 and running thence South 14 degrees 2 minutes West 40 feet with the East side of Seymour Street; thence South 75 degrees 58 minutes East 103 feet to a twelve foot alley; thence North 14 degrees 2 minutes East 40 feet with the west side of said alley to the South side of First Street; thence North 75 degrees 58 minutes West 103 feet with the South side of First Street to the beginning.

LOTS NO. 14: Begins at the end of the first line of Lot No. 13 and runs thence South 14 degrees 2 minutes West 40 feet with the East side of Seymour Street; thence South 75 degrees 58 minutes East 103 feet to a twelve foot alley; thence North 14 degrees 2 minutes East 40 feet with the West side of said alley; thence North 75 degrees 58 minutes West 103 feet with the second line of said Lot No. 13 reversed to the beginning.

It being the same property which was conveyed to Kenneth Fuller and Gladys R. Fuller, his wife, by Elizabeth Linn (Widow) by deed dated the 28th day of September, 1943 and recorded in Liber 197 folio 369 one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth Fuller and Gladys R. Fuller, his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors _____ or assigns, the aforesaid sum of Two Thousand Six Hundred Twenty-three dollars and seven cents _____ together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their _____ part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mgr. City
Sept. 22 1949

And it is Agreed that until default be made in the premises, the said _____

Kenneth Fuller and Gladys R. Fuller, his wife

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kenneth Fuller and Gladys R. Fuller his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____
Cumberland Savings Bank of Cumberland, Maryland, its successors

~~and assigns, or F. Brooke Whiting~~ and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Kenneth Fuller and Gladys R. Fuller, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Kenneth Fuller and Gladys R. Fuller, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Twenty-seven Hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

Ethel McCarty

Kenneth Fuller (Seal)

Gladys R. Fuller (Seal)

_____ (Seal)

_____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this _____ 19th _____ day of _____ September _____

in the year nineteen hundred and _____ Forty-nine _____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared _____
Kenneth Fuller and Gladys R. Fuller, his wife,

and _____ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid, and the said Marcus A. Naughton further made oath that he is the Vice President of the Cumberland Savings Bank and Duly authorized to make this affidavit.

Ethel McCarty

Notary Public

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Adah Laffey Sapiro et al

To

Filed and Recorded September 20th 1949 at 11:30 A.M.

Mortgage

Alvin H. Ternent

This Mortgage,

Made this _____ Nineteenth day of _____ September _____

in the year Nineteen Hundred and _____ Forty Nine _____

, by and between _____
Adah Laffey Sapiro and Moses H. Sapiro, her husband, and Rita M. Welsh, single, all

of _____ Mineral _____ County, in the State of _____ West Virginia _____
parties _____ of the first part, and Alvin H. Ternent

of _____ Allegany _____ County, in the State of _____ Maryland _____
part _____ y _____ of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part for money borrowed in the sum of Three Thousand Dollars (\$3,000.00) as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, for the sum of Three Thousand Dollars (\$3,000.00) payable within Five (5) years from date, to the order of the said party of the second part, with interest, payable Semi-annually, at the rate of Four (4%) Percent per Annum, and

WHEREAS, it is agreed by the parties hereto that the said parties of the first part may pay the aforesaid principal indebtedness at any time within the aforesaid five (5) years from date hereof, provided that any one or more payments is not less than Three Hundred Dollars (\$300.00) and

WHEREAS, it is agreed by the said parties of the first part that this Mortgage is given as security for the aforesaid note of indebtedness, which indebtedness is for the purchase price of the hereinafter described real estate and therefore this Mortgage is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do _____ give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All of that lot of ground known as Lot Number Ninety Four (94) as laid out on the Plat of South Westernport, Allegany County, Maryland, of The Westernport Real Estate and Improvement Company, fronting Twenty five (25) feet on the North side of Maryland Avenue in said Town and extending back in a Northerly direction the same width throughout a distance of one hundred (100) feet to the Right of Way of the Western Maryland Railroad. Also that portion of the adjoining Lot Number Ninety Five (95), on the aforesaid plat of South Westernport as fronts fifteen (15) feet on the North side of Maryland Avenue and runs back the same width a distance of one Hundred (100) feet along with and adjoining Lot No. 94, to the Right of Way of the Western Maryland Railroad, making a block of land fronting Forty (40) feet on the North side of Maryland Avenue and extending back the same width throughout one Hundred (100) feet to the Right of Way of the Western Maryland Railroad.

TOGETHER with all of the improvements thereon, and all of the right, roads, waters, privileges and appurtenances thereunto belonging or in anyway appertaining.

Being the same property as conveyed unto the said parties of the first part by Martha Mansor, Widow, by deed dated September 10, 1949, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. Being also the same property as conveyed unto Martha Mansor and Nassib Mansor, husband and wife, by Sam Peter et ux by deed dated August 27, 1927, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 156, Folio 262.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anyway appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of _____ Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered to To Mrs. Sapiro Sept 23 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand & 00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his interest or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth Jr.

Adah Laffey Sapiro (Seal)

Moses H. Sapiro (Seal)

Rita M. Welsh (Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Nineteenth day of September

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Adah Laffey Sapiro and Moses H. Sapiro, her husband, and Rita M. Welsh, single

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Alvin H. Ternent

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

John Bernard

Notary Public

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Harry W. Appold et ux Filed and Recorded September 20th 1949 at 2:15 P.M. Mortgage
The Real Estate and Building Co. of Cumberland, Maryland (Stamps \$1.65)

This Mortgage, Made this 19th day of September in the year Nineteen Hundred and Forty-Nine, by and between Harry W. Appold and Carrie Appold, his wife, of Allegany County, in the State of Maryland part ies of the first part, and The Real Estate and Building Company of Cumberland, Maryland, a corporation existing under the laws of the State of Maryland, of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) for money this day loaned the parties of the first part, and which said principal sum of Fifteen Hundred Dollars (\$1500.00) together with interest at the rate of Six Per Centum (6%) Per Annum the parties of the first part hereby agree to repay in payments of not less than Forty Dollars (\$40.00) per month, said payments to apply first to interest and the balance to principal. The first of said monthly payments shall be due October 15, 1949 and shall continue monthly until the full amount of the principal and interest is paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and situated in Election District No. 22 in Allegany County, Maryland, on the Westerly side of the County Road commonly known as the Country Club Road or Christy Road, said property having a frontage of 220 feet on said Country Club Road and running back an even distance of 300 feet. It being the same property which was conveyed unto the parties of the first part by two deeds, the first from Caroline S. King, et ux, dated April 4, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber 193, folio 683, and the second from Caroline S. King, widow, dated December 3, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 207, folio 445, Excepting, however, the parcel of land fronting 50 feet on said Country Club Road which was sold by the parties of the first part to Samuel M. Clopper, et ux, by deed dated May 13, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 210, folio 208; to all of which said deeds reference is made for a more complete description of the property herein conveyed.

The parties of the first part do further bargain and sell, release and convey unto the party of the second part the following chattels located upon the hereinabove described property: 1 Dunlap jigsaw No. 1030406 with R and M Motor No. M2124GB, 1 Craftsman Bandsaw No. 42924250 with Dunlap Motor No. 1157219-0148, 1 Craftsman Drill Press No. 11303103 with Westinghouse Motor No. 728-1305, 1 Craftsman Jointer No. 10323220 with Dunlap Motor No. 1156960-K447, 1 Craftsman cut-Off saw No. 11322401 with Craftsman Motor No. 1156843, 1 Lathe set with Delco Motor No. A6300, 1 Craftsman Sander No. 1030803 with G.E. Motor No. 1125221, 1 Grunow Electric Refrigerator, 1 Kenmore Electric Stove, and miscellaneous tools and motors.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary Public 415 Cl. Ave.
Sept 22 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~xxxxxxx~~ administrators and assigns, or James Alfred Aviratt his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their ~~representatives~~ heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred (\$1500.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its ~~lien~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest Edith L. Lewis Harry W. Appold (Seal)
Edith L. Lewis Carrie Appold (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 19th day of September

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harry W. Appold and Carrie Appold, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles G. Holzshu, President of The Real Estate and Building Co. of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is duly authorized to make this affidavit.

(Notarial Seal)

J. Henry Holzshu

Notary Public

For value received The Real Estate and Building Co. of Cumberland, Maryland hereby releases the within and foregoing mortgage. Witness the hands of the President and Secretary and the of said company, this 19th day of May, Nineteen Hundred and Fifty.

J. Henry Holzshu
Secretary

Charles G. Holzshu
President

(Corporate Seal)

5/26/50

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F. Jerome Brailer et ux Filed and Recorded September 23rd 1949 at 2:40 P.M. Mortgage
The First National Bank of Mount Savage, Maryland. (Stamps \$1.65)

This Mortgage, Made this 19th day of September in the year Nineteen Hundred and forty-nine, by and between F. Jerome Brailer and Alma M. Brailer, his wife,
of Allegany County, in the State of Maryland,
parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation,
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Seventeen Hundred and Fifty Dollars (\$1,750.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~xxxxxxx~~ the following property, to-wit:

All those lots or parcels of land located in the Village of Mount Savage, Allegany County, Maryland, at or near the intersection of Old Row and New Row, and more particularly described as follows, to wit:

FIRST: BEGINNING for the same at an iron peg from which the Southeast corner of Thomas Malloy's house lies North 44 degrees 65.2 feet and running thence from said peg South 41 degrees West 74.3 feet to a peg, then along and in the direction of a stream South 39 degrees East 74.3 feet to a peg at the edge of a road, thence along the said road North 58 degrees East 66.9 feet to a stake, thence North 34 degrees 30 minutes West 97.1 feet to the place of beginning.
SECOND: BEGINNING for the same at the end of the second line of a deed recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. JWY 105, folio 519 and running thence South 45 degrees 15 minutes West 25.7 feet to a peg on the Northeast side of a stream near Bridge, thence along the stream North 41 degrees 30 minutes West 75.5 feet to a peg; thence along an alleyway North 47 degrees East 29.0 feet to a peg, this being the end of the first line of the deed recorded as aforesaid in Liber JWY 105, folio 519, thence with the second line of said deed South 39 degrees East 74.3 feet to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by Lawrence Brailer et al by deed dated July 15, 1944 and recorded among the Land Records of Allegany County, Maryland in Deed Liber No. 201, folio 251.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors and ~~xxxxxxx~~ assigns, the aforesaid sum of Seventeen Hundred and Fifty Dollars (\$1,750.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

or Matthew J. Mullansy, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Hundred and Fifty Dollars (\$1,750.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Mary T. Reagan

F. Jerome Brailer (Seal)

F. J. Brailer (Seal)

Alma M. Brailer (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 19th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared F. Jerome Brailer and Alma M. Brailer, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank, and is duly authorized to make this affidavit.

(Notarial Seal)

Mary T. Reagan

Notary Public

Keith S. Mauzy et ux To S. Geneva Height Heffley Filed and Recorded September 23rd 1949 at 3:30 P.M. Mortgage (Stamps \$2.75)

This Mortgage, Made this 21st day of September in the year Nineteen Hundred and Forty-nine, by and between Keith S. Mauzy and Melba L. Mauzy his wife, of Allegany County, in the State of Maryland, parties of the first part, and S. Geneva Height Heffley, widow, of Somerset County, in the State of Pennsylvania, party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Six Hundred (\$2,600.00) Dollars loaned unto the said parties of the first part this day by the said party of the second part, and which sum shall be come due and payable five years from the date hereof, with the right reserved unto the said parties of the first part to prepay any or all of said principal sum at any time prior to maturity, and which said sum shall bear interest at the rate of six per cent (6%) per annum which said interest shall be computed and paid quarterly, the first of which said payments shall be and become due and payable on the 22nd day of December, 1949, and quarterly thereafter.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Keith S. Mauzy and Melba L. Mauzy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said S. Geneva Height Heffley, her

heirs and assigns, the following property, to-wit: All of that certain lot or parcel of land situate, lying, and being on the East side of the Murley's Branch Road, near the village of Flintstone aforesaid; it being a part of the land conveyed to the said Saul P. Mauzy and Gertie V. Mauzy, his wife, by Homer D. Whip and Pluma R. Whip, his wife, by deed dated the 4th day of August, 1944, and recorded in Liber 201, Folio 310, one of the Land Records of Allegany County, Maryland, and the lot or parcel herein conveyed is more particularly bounded and described as follows, to wit:

BEGINNING at a stake driven on the East side of said Murley's Branch Road, this stake being at the end of the eleventh line of the above land conveyed to Saul P. Mauzy et ux as aforesaid and also the starting point of the first line of the so-called M.E. Church, South lot; thence and with said first line, corrected as of November, 20, 1946, South 63 degrees East 100 feet to a stake driven beside the fence; thence South 27 degrees West 100 feet to a stake; thence North 63 degrees West 124 feet to a stake beside the said Murley's Branch Road; thence and with said road, North 37 3/4 degrees East 96 feet to the place of beginning, containing approximately one-eighth of an acre, more or less.

The aforesaid land is the same land which was conveyed by deed dated the 21st day of November, 1946, by Saul P. Mauzy and Gertie V. Mauzy his wife, unto Keith S. Mauzy and Melba L. Mauzy, his wife and which said deed is recorded in Liber No. 213, folio 124, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Keith S. Mauzy and Melba L. Mauzy his wife, their heirs, executors, administrators or assigns, do and shall pay to the said S. Geneva Height Heffley, her

executor, administrator or assigns, the aforesaid sum of Two Thousand Six Hundred (\$2,600.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Computed and Mailed by
To: S. Geneva Height Heffley
Sept. 21, 1949

And it is Agreed that until default be made in the premises, the said
Keith S. Mauzy and Gertie V. Mauzy, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Keith S. Mauzy and Gertie V. Mauzy, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said
S. Geneva Height Heffley, her

heirs, executors, administrators and assigns, or Earl Edmund Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Keith S. Mauzy and Melba L. Mauzy, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Keith S. Mauzy and Melba L. Mauzy his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Six Hundred (\$2,600.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~claim~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest	Earl E. Manges	Keith S. Mauzy	(Seal)
	Earl E. Manges	Melba L. Mauzy	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Keith S. Mauzy and Melba L. Mauzy his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared S. Geneva Height Heffley, widow, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges

Notary Public

James F. McKenzie et ux
To
Clinton E. Bowman
Filed and Recorded September 23rd 1949 at 3:30 P.M. Mortgage
(Stamps \$5.50)

This Mortgage, Made this 22nd day of September
in the year Nineteen Hundred and Forty-nine, by and between
James F. McKenzie and Beulah C. McKenzie, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and Clinton E. Bowman
of Bedford County, in the State of Pennsylvania
party of the second part, WITNESSETH:

Whereas, The Parties of the first Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Five Thousand (\$5,000.00) Dollars, which said sum was loaned by the said Party of the Second Part unto the said Parties of the First Part this day, and which said sum shall be payable at the rate of Thirty Dollars (\$30.00) per month, the first of which said monthly payments shall become due and payable on the 1st day of January, 1950, and monthly thereafter upon the first day of each succeeding month until the full principal sum shall have been paid; and the said principal sum shall draw interest at the rate of three per cent (3%) per annum, which said interest shall be computed monthly upon the unpaid principal sum and shall be paid in addition to the said monthly payments of Thirty Dollars upon the principal, with the right reserved unto the said Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James F. McKenzie and Beulah C. McKenzie, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Clinton E. Bowman, his

heirs and assigns, the following property, to-wit: ALL that piece or parcel of ground situate at the intersection of the Northwest side of the Vocke Road and the East side of the Winchester Road, about 2½ miles North of Cresaptown, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the said tract at an iron pipe stake at the point of intersection of the Northwest side of the Vocke Road and the East side of the Winchester Road, said stake also stands 33 feet from the centre lines off the said Vocke Road and the said Winchester Road; and running thence with the East side of the said Winchester Road and 33 feet from the center line thereof (Magnetic Bearings as of April, 1948, and with Horizontal Measurements) North 19 degrees 16 minutes West 26.4 feet to a stake; North 7 degrees 18 minutes East 132.1 feet to a stake; and North 2 degrees 57 minutes West 51.5 feet to a stake; thence leaving the East side of the said Winchester Road, and at a right angle to the last-named line, North 87 degrees 3 minutes East 142.95 feet to a stake; thence South 19 degrees 00 minutes East 154.9 feet to an iron pipe stake standing on the Northwest side of and 33 feet from the center line of the aforementioned Vocke Road; and running thence with the Northwest side of and 33 feet from the center line of said Vocke Road and at a right angle to the last-named line South 71 degrees 00 minutes West 210 feet to the beginning, containing 72/100 of an acre more or less.

The aforesaid tract of land is the same land which was conveyed by deed dated the 24th day of April, 1943, by George L. Longerbeam, et al, to James F. McKenzie and Beulah C. McKenzie, his wife, and which said deed is recorded in Liber 220, folio 172, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James F. McKenzie and Beulah C. McKenzie, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Clinton E. Bowman, his

executor, administrator or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Baltimore, Md. To Carl E. Manges, Attorney at Law, Sept. 26, 1949

And it is Agreed that until default be made in the premises, the said
James F. McKenzie and Beulah C. McKenzie his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James F. McKenzie and Beulah C. McKenzie his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Clinton E. Bowman, his

heirs, executors, administrators and assigns, or Earl Edmund Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said James F. McKenzie and Beulah C. McKenzie, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said James F. McKenzie and Beulah C. McKenzie, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand (\$5,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor

Attest Earl E. Manges

Earl E. Manges

James F. McKenzie (Seal)

Beulah C. McKenzie (Seal)

(Seal)

(Seal)

State of Maryland,

Allegheny County, to wit:

I hereby certify, That on this 22nd day of September

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared James F. McKenzie and Beulah C. McKenzie, his wife,

and each acknowledged the foregoing mortgage to be his & her respective act and deed; and at the same time before me also personally appeared S. Geneva H. Heffley

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges

Notary Public

Harry P. Miller
Robert W. Schaffer et ux
Filed and Recorded September 24th 1949 at 10:30 A.M. Mortgage

This Mortgage, Made this 21st day of September
PURCHASE MONEY in the year Nineteen Hundred and Forty Nine

by and between Harry P. Miller, divorced

of Allegany County, in the State of Maryland
party of the first part, and Robert W. Schaffer and Genevieve Yonkers Schaffer, his wife

of Bernalillo County, in the State of New Mexico
parties of the second part, WITNESSETH:

Whereas, The said Harry P. Miller stands justly indebted unto the said mortgagees for a loan contemporaneous herewith, in the principal sum of One Thousand Eight Hundred (\$1800.00) Dollars, with interest from date at the rate of four and one-half (4 1/2%) per centum per annum on the unpaid principal until paid, principal and interest being payable at such place as the parties hereto may mutually decide, in monthly installments of One Hundred (\$100.00) Dollars, commencing on the 15th day of October, 1949, and continuing on the 15th day of each, month thereafter until the principal and interest are fully paid, except that the privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harry P. Miller

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Robert W. Schaffer and Genevieve Yonkers Schaffer, his wife, their

heirs and assigns, the following property, to-wit: All that tract, part of tract, piece or parcel of land situate near the Baltimore Turnpike about 6 1/2 miles east of the City of Cumberland, in Allegheny County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a planted stone with a cross cut in its top and standing on the East side of the Baltimore Turnpike about 51 feet from the center of said Pike and near a drain and also near the North end of a Tile Stone Culvert and also being at the end of the reference line drawn North 19 degrees East 114 3/10 feet from the Northwest corner of Leroy Chaney's frame dwelling house; and running thence South 25 1/2 degrees East 108.5 feet to a planted stone; South 69 1/4 degrees East 100 feet to a Walnut Tree bearing six notches; North 64 3/4 degrees East 105.2 feet; North 69 3/4 degrees East 82 feet to a planted stone with three notches cut in the top; North 9 degrees West 124 feet to a yellow pine tree bearing six notches; North 8 1/2 degrees East 177.5 feet to a stake; North 17 degrees East 129 feet; North 25 degrees East 130 feet; North 33 1/2 degrees East 213.3 feet to the division fence between this property and the property of A.T. McLuckie's farm; thence with said division fence, North 60 degrees West 242 feet to the East edge of the concrete shoulder on the East side of said Baltimore Turnpike; thence along the East side of said Baltimore Pike the three following lines, South 34 degrees West 219 feet; South 20 1/4 degrees West 252 feet; South 19 degrees West 368.3 feet to the place of beginning, containing 4 1/4 acres of land more or less, excepting, however, from the operation of this mortgage so much of said whole tract which was conveyed by Blanche Arbutus Yonker et al to Mary G. Brinham, by a deed dated September 21, 1936, and recorded in Liber 175, folio 687 of the Land Records of Allegheny County, Maryland.

It being the same property which was conveyed to the said Harry P. Miller, by Robert W. Schaffer and Genevieve Yonkers Schaffer, his wife, by deed of even date herewith, and to be recorded among the Land Records of Allegheny County, Maryland, immediately prior to the recordation hereof.

This mortgage is given to secure a part of the purchase price of the above described property and is a purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Harry P. Miller, his heirs, executors, administrators or assigns, do and shall pay to the said Robert W. Schaffer and Genevieve Yonkers Schaffer, his wife

executors, administrators or assigns, the aforesaid sum of Eighteen Hundred Dollars (\$1,800.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and attested by me
Notary Public Allegheny Co. Md.
Sept. 22 1949

And it is Agreed that until default be made in the premises, the said

Harry P. Miller, his heirs, personal representatives and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Harry P. Miller

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Robert W. Schaffer and Genevieve Yonkers Schaffer, his wife, their

heirs, executors, administrators and assigns, or

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

Harry P. Miller, his

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said Harry P. Miller

further covenants to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Eight Hundred Dollars (\$1800.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of

fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

John M. Robb

Harry P. Miller

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of September

in the year nineteen hundred and Forty Nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry P. Miller, divorced

and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared C. A. Jewell, agent for

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is agent for said mortgagees and is authorized to make this affidavit.

(Notarial Seal)

William A. Wilson

Notary Public

Carl Wells Mathis

Chattel Mortgage

To Filed and Recorded September 16th 1949 at 1:00 P.M.

The Liberty Trust Company

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 15th day of September 1949, by and between Carl Wells Mathis

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Seventeen hundred and eighty-nine and 96/100 payable one year after date hereof, together with interest thereon at the rate of five per cent (5%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Mercury Four Door Sedan Motor # 9CM260037 Serial # (CM260037)

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Carl Wells Mathis shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Carl Wells Mathis his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 15th day of September 1949.

Thos J McNamee

Carl Wells Mathis

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 15th day of September 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

appeared Carl Wells Mathis the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Thos J McNamee

Notary Public

Compared and Made-up & Forwarded
To Mr. C. J. Cook
Sept. 19 49

William R. Simpson et ux

Mortgage

To Filed and Recorded September 22nd 1949 at 11:50 A.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.75)

THIS MORTGAGE, Made this 21st day of September, in the year nineteen hundred and forty-nine by and between William R. Simpson and Marguerite Aline Simpson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said William R. Simpson and Marguerite Aline Simpson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William R. Simpson and Marguerite Aline Simpson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots, pieces or parcels of ground consisting of part of Lot No. 16 of Block 47 of Potomac Park Addition, and also the vacancy lying between Lot No. 16 and Cresap Road in said Block situated about four miles west of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at a stake standing on the southwest side of K. Avenue, said stake also standing North 38 degrees 54 minutes West 13.75 feet from the North corner of Lot No. 15 of the aforementioned Block No. 47 and running then with the Southwest side of K Avenue (true North bearings and horizontal measurements), North 38 degrees 54 minutes West 61.25 feet to a stake standing on the Southeast side of Cresap Road, then with the Southeast side of Cresap Road, South 43 degrees 56 minutes West 120.93 feet to a stake standing on the Northeast side of a 20 foot alleyway, then with said alleyway, South 38 degrees 54 minutes East 46.25 feet to a stake standing North 38 degrees 54 minutes West 13.75 feet from the West corner of Lot No. 15 of Block 47 of the aforementioned Potomac Park Addition, and then at right angles to said alleyway, North 51 degrees 6 minutes East 120 feet to the place of beginning, containing 3/100 acres, more or less.

A plat and description of the lots in Potomac Park Addition are recorded in Liber 130, folio 1, one of the Land Records of Allegany County.

It being the same parcel which was conveyed unto the said Mortgagors, by The Cumberland Industrial Corporation et al., by deed dated November 10, 1939, and recorded in Liber 185, folio 164, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two

Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George K. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

William R. Simpson (Seal)

Marguerite Aline Simpson (Seal)

ATTEST:

Celestine H. Rhind

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 21st day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the

county aforesaid, personally appeared William R. Simpson and Marguerite Aline Simpson, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

My commission expires May 7, 1951.

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George A. Fogtman Executor

Deed of Release of Mortgage

B Filed and Recorded September 22nd 1949 at 11:45 A.M.

Adalbert M. Spioch et ux

THIS DEED OF RELEASE OF MORTGAGE, Made this 16th day of September, 1949, by George A. Fogtman, Executor of the Estate of August H. Fogtman, deceased.

WHEREAS, by mortgage bearing date March 25, 1931, and recorded in Liber No. 117 folio 439 one of the Mortgage Records of Allegany County, the hereinafter described property became encumbered unto Paul Ritter, to secure an indebtedness of Five Hundred Dollars (\$500.00) together with the interest thereon, as will be seen by reference thereto, and

WHEREAS by several assignments, the said mortgage become vested in August H. Fogtman, by assignment dated March 25, 1931, and duly recorded among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, in the meantime the said property become vested in Adalbert M. Spioch and Margaret E. Spioch, his wife, as will be seen by reference to the deed from Louise B. Fleckenstein, widow dated March 13, 1946 and recorded in Liber 207, folio 382, one of the Land Records of Allegany County, and

FURTHER WHEREAS, the said mortgage has been paid in full, both as to principal and interest and all the other covenants and conditions therein have been complied with, and the said August H. Fogtman, Assignee of said Mortgage has since departed this life and by his Last Will and Testament duly probated and recorded in the office of the Register of Wills for Allegany County, Maryland, he named as his Executor, George A. Fogtman, the undersigned, who now desires to release said property from the encumbrance of said mortgage and that the said Adalbert M. Spioch and Margaret E. Spioch may hold and enjoy the said property free and clear of the lien of said mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the said George A. Fogtman, Executor under the Last Will and Testament of August H. Fogtman, does hereby release said mortgage from all that lot or parcel of ground known as Lot No. 38, Block No. 7 in Rose Hill Addition to Cumberland, Maryland; it being the same property which was conveyed unto Adalbert M. Spioch and Margaret E. Spioch, his wife by Louise B. Fleckenstein, widow, by deed dated March 13, 1946, and recorded in Liber 207,

folio 382, one of the Land Records of Allegany County.

This release is to be as full and final as though said mortgage had never been executed.

WITNESS my hand and seal the day and year above written.

WITNESS:

Betty June Beachy

George A. Fogtman (Seal)

George A. Fogtman, Executor under the Last Will and Testament of August H. Fogtman

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George A. Fogtman, Executor under the Last Will and Testament of August H. Fogtman, and acknowledged the foregoing Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

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Adalbert M. Spioch et ux

Mortgage

To Filed and Recorded September 22, 1949 at 11:45 A.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.20)

THIS MORTGAGE, Made this 20th day of September, in the year nineteen hundred and forty-nine, by and between Adalbert M. Spioch and Margaret E. Spioch his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

whereas, the said Adalbert M. Spioch and Margaret E. Spioch his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Adalbert M. Spioch and Margaret E. Spioch, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 38 of Block 7 of "Rose Hill" Addition to Cumberland, Maryland", and particularly described as follows:

Beginning on the North side of Patterson Avenue, and at the end of the second line of Lot

No. 37 and running thence with said Avenue, South 82 degrees 35 minutes East 25 feet, thence North 7 degrees 25 minutes East 100 feet to an alley 12 feet wide, and with it, North 82 degrees 35 minutes West 25 feet to the end of the third line of Lot No. 37 and with it reversed, South 7 degrees 25 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Louise B. Fleckenstein, widow, by deed dated March 13, 1946 and recorded in Liber 207, folio 382, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT is further agreed, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured the said mortgagor hereby covenants to pay the said mortgage debt the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mort-

gagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

Adalbert M. Spioch (Seal)

Margaret E. Spioch (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, that on this 20th day of September in the year nineteen hundred and forty-nine before me, the subscriber a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Adalbert M. Spioch and Margaret E. Spioch his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos J McNamee, Notary Public.

Helen M. Brown et vir

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Chattel Mortgage

To

Filed and Recorded September 22nd 1949 at 8:30 A.M.

Personal Finance Company of Cumberland

Chattel Mortgage

Mortgagor's Name and Address

Loan No. 436 Final Due Date December 19, 1950

Mr. & Mrs. Benjamin F. Brown,

Mortgagee: Personal Finance Company of Cumberland

644 Baker Street, Cumberland, Md.

Room 200, Liberty Trust Co. Building, Cumberland, Md.

Date of Mortgage September 19, 1949 Actual Amount of Loan \$131.32

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items:

Present Balance \$131.32 Total Disbursements \$ None Cash Balance \$131.32

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly instalments of \$11.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 19th day of October, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above the receipt whereof is hereby acknowledged do by these presents, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a

Company Notary Public
 Notary Public
 Sept 21 1949

part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof or any part of either shall, at the option of the holder thereof and without notice or demand render the entire unpaid balance of the principal thereof and accrued interest thereon at once due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, That if mortgagor shall well and truly pay the said loan unto the said Mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said mortgagor(s).

Witness: C.L. Coughenour

Helen H. Brown (Seal)

Witness: Edith M. Twigg

Benjamin F. Brown (Seal)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 19th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Helen H. Brown and Benjamin F. Brown, her husband the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

SCHEDULE "A"

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room	Dining Room	Kitchen	Bed Rooms
No. Description	No. Description	No. Description	No. Description
1 Wal. Desk		4 Chairs White	1 Bed Metal
1 Chair Pullup		1 Refrigerator Montg. W.	1 Bed Wal.
3-pc. Living Room Suite Tan		1 Stove Gas	1 Chiffonier Wal.
1 Radio Airline		1 Table White	2 Dresser Oak & Wal.
1 Rugs 9x12 Axm.		1 Washing Machine Kenmore	
2 Table Wal.		1 K. Cabinet	1 Dressing Table Oak

and in addition thereto all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

TERMS AND CONDITIONS

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

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Harry W. Matthews,

Deed of Release of Mortgage

To Filed and Recorded September 23rd 1949 at 8:40 A.M.

Urban F. Matthews.

THIS DEED OF RELEASE OF MORTGAGE, Made this 20th day of September, 1949, by and between Harry W. Matthews, of Allegany County, Maryland, party of the first part, and Urban F. Matthews, of Allegany County, Maryland, party of the second part.

WITNESSETH:

WHEREAS, the party of the second part hereto by a certain mortgage to the Hoblitzell National Bank of Hyndman, Pennsylvania, dated February 7, 1929, and recorded in Mortgage 110, folio 613, among the Mortgage Records of Allegany County, Maryland, mortgaged the hereinafter described and conveyed property unto the said mortgagee to secure an indebtedness of One Thousand Dollars (\$1,000.00) and

WHEREAS, the aforementioned mortgage was duly assigned to Harry W. Matthews by deed of assignment dated September 30, 1944, and recorded in Mortgage Liber 172, folio 501, among the Mortgage Records of Allegany County, Maryland, and

WHEREAS, said indebtedness has been paid in full, however, through inadvertence a release of said mortgage has not been recorded among the Mortgage Records of Allegany County, Maryland, and

Compared and Verified
To the Records of the
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WHEREAS, the party of the first part herein has been requested to release said mortgage by the party of the second part.

NOW, THEREFORE, In consideration of the premises and the sum of One Dollar (\$1.00) paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey, release and discharge unto the party of the second part, his heirs and assigns:

All those lots, pieces or parcels of ground situated and lying and being in or near the Village of Corrigansville, Allegany County, Maryland, which was more particularly described and conveyed in a mortgage from Urban F. Matthews to the Hoblitzell National Bank of Hyndman, Pennsylvania, dated February 7, 1929, and recorded in Mortgage Liber 110, folio 613, among the Mortgage Records of Allegany County, Maryland, to which mortgage reference is hereby made for a more and particular description of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Urban F. Matthews, his heirs and assigns, forever in fee simple, in the ^{same} manner as if said mortgage had never been executed.

WITNESS the hand and seal of the party of the first part herein the day and year first above written.

WITNESS: Wm. R. Carscaden

Harry W. Matthews (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry W. Matthews and acknowledged the foregoing deed of release of mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

(Notarial Seal)

Maxine Wilnot, Notary Public.

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Urban F. Matthews,

Mortgage

To Filed and Recorded September 23rd 1949 at 8:40 A.M.

Western Maryland Building and Loan Association Inc., Cumberland, Maryland.

(Stamps \$1.10)

THIS MORTGAGE, Made this 21st day of September, in the year nineteen hundred and forty-nine by and between Urban F. Matthews, unmarried, of Allegany County and the State of Maryland, party of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,

Witnesseth:

Whereas, the said party of the first part, being member of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of One Thousand (\$1,000.00) Dollars, on Ten (10) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements, herein mentioned, on the part of the said party of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE, THIS MORTGAGE, WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground situated on the South side of the State Road in the Village of Corrigansville, in Allegany County, Maryland, and more particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same at a planted stone standing on the South side of the State Road leading through the Village of Corrigansville, Maryland, District No. 20; said stone marks the end of the 2nd line of a deed, The Union Mining Company to Henry H. Nickel, dated the 8th day of June, 1883, Liber 60, Folio 13, as found in the Land Records of Allegany County, Maryland; and running thence from said stone, with the aforesaid State Road South 86 degrees 05 minutes West 138.0 feet to the beginning corner of a deed, The Union Mining Company to The Allegany County School Commissioners; said deed bearing date of August 18th, 1913, Liber 123, Folio 638, as found in the Land Records of Allegany County, Maryland; and running thence with the 4th line of said deed, reversed, allowing for variation, South 2 degrees 39 minutes East 42.0 feet; thence with a part of the 2nd line of said deed, South 83 degrees 20 minutes West 5.0 feet to the end of the 15th line of a deed, The Union Mining Company to Jacob Mathews, said deed bearing date of the 24th day of June, 1914, Liber 115, Folio 291, as found in the Land Records of Allegany County, Maryland; and running thence with the 16th, 17th, 18th and 19th, lines of said deed, allowing for variation, South 11 degrees 48 minutes East 15.0 feet; thence North 87 degrees 23 minutes East 15.0 feet; thence North 11 degrees 48 minutes West 9.5 feet; thence North 86 degrees 53 minutes East 124.9 feet, intersecting the 3rd line of the aforementioned Nickel deed; and running thence with said 3rd line, reversed, allowing for variation, North 1 degree 09 minutes West 49.0 feet to the place of beginning, containing .15 acres.

IT being the same property which was conveyed by the Board of Education of Allegany County to Urban F. Matthews by deed dated June 21, 1926, and recorded in Deeds Liber 153, folio 315, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: BEGINNING for the same on the South side of the State Road running through said Village, at a point from which the Northwest corner of the building formerly used as a school house, lies South 48 degrees and 15 minutes East 8-1/2 feet, it being also at the end of the first line of the lot conveyed by the Board of Education of Allegany County, to the said Urban Matthews by deed dated June 21, 1926, and recorded in Liber No. 153, Folio 315, of the Land Records of Allegany County, and running thence with the South side of said State Road as corrected for variation, South 86 degrees and 5 minutes West 25 feet to a stake, then South 2 degrees and 39 minutes East 42 feet to a stake, then North 86 degrees and 5 minutes East 25 feet to the end of the second line of the aforesaid Matthews lot and with said second line reversed, North 2 degrees and 39 minutes West 42 feet to the beginning.

IT being the same property which was conveyed by the Board of Education of Allegany County to Urban F. Matthews, by deed dated February 6, 1929, and recorded in Deeds Liber 160, Folio 40, among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said party of the first part make or cause to be made the payments and perform and comply with the covenants conditions and agreements herein mentioned

on his part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of One Thousand (\$1,000.00) Dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$10.00 each, on or before the 21st day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 21st day of October, 1949 at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 21st day of April, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may hereafter be levied or charged on said property when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1,000.00) Dollars, . And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sum of money, including any future advances or either of them in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William A. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following to wit: By giving at least twenty days notice of the time, place manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers there- by granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said party of the first part as their interest may appear.

WITNESS the hands and seals of the said party of the first part hereto, the day and year hereinbefore written.

Test: Wm. A. Carscaden

Urban F. Matthews (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 21st day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Urban F. Matthews, unmarried, and he acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is

true and bona fide as therein set forth; and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 21st day of September, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Harry L. Whitacre et ux

Mortgage

To Filed and Recorded September 23rd 1949 at 10:00 A.M.

The First State Bank of Grantsville,
Grantsville, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 20th day of September, in the year Nineteen Hundred and forty-nine, by and between Harry L. Whitacre and Gertie F. Whitacre, his wife, of Allegany County in the State of Maryland, but temporarily in Garrett County, in the State of Maryland, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires of--parties of the first part and The First State Bank of Grantsville, Grantsville, Maryland, hereinafter called Mortgagee, which expression shall include its heirs, personal representatives successors and assigns, where the context so requires or admits of Garrett County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said mortgagee in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) which said sum, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid in monthly payments of not less than Forty Dollars (\$40.00) each. The said monthly payments as above provided include the interest at the rate aforesaid and the first of said payments shall be made one (1) month from the date hereof.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of land situate, lying and being in Allegany County, Maryland, and known and distinguished as Military Lot No. 786, lying West of Fort Cumberland, and which said lot is more fully described by and within the following course and distances, to wit:

Beginning for the same at the southwest corner of Lot No. 502 and running thence with an allowance of 3 degrees 39 minutes for Magnetic Variation, North 86 degrees 21 minutes West 89½ perches, thence South 3 degrees 39 minutes West 89½ perches, thence South 86 degrees 21 minutes East 89½ perches, thence North 3 degrees 39 minutes East 89½ perches to the beginning, containing 52 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Lawrence L. Layton et ux, by deed dated September, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of

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Mary L. Ustaszewski and Frank J. Ustaszewski, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

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William T. Valentine, widower Mortgage
To Filed and recorded September 24, 1949 at 8:50 A.M.
The Liberty Trust Company Stamps \$2.75

THIS MORTGAGE, Made this 22nd day of September, in the year nineteen hundred and forty nine, by and between William T. Valentine, widower, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second party, hereinafter sometimes called mortgagees, WITNESSETH:

WHEREAS, the said William T. Valentine, widower, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William T. Valentine, widower, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All that lot or parcel of ground situated on the southerly side of Bedford Street, Extended, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

Beginning at a point on the Bedford Road South 35 degrees West 19 perches and 11 links from the corner of the Levi R. Fechtig land (1908), and at the end of the third line of the Juliana Eichner part of said tract and reversing said third line South 54 degrees East 60 perches to the second line of the whole tract, then with said second line, North 35 degrees East 16-7/8 perches to the Levi R. Fechtig land and with it to the place of beginning.

EXCEPTING, HOWEVER, from the above parcel of land the following parts thereof which have been carved out and conveyed away by the said William T. Valentine by the following deeds:

(1) Deed to John A. Norris dated June 14, 1909, and recorded in Liber 106, folio 206, one of the Land Records of Allegany County.

(2) Deed to Mayor and City Council of Cumberland, Maryland, dated December 30, 1935, and recorded in Liber 174, folio 535, of said Land Records.

(3) Deed to Mayor and City Council of Cumberland, Maryland, dated April 20, 1936, and recorded in Liber 174, folio 536, of said Land Records.

(4) Deed to Steinla Motor and Transportation Company, dated June 14, 1941, and recorded in Liber 190, folio 293, of said Land Records.

It being part of the same property which was conveyed by Annie R. Rice, widow, to William T. Valentine (as William Thomas Valentine) and Nellie Agnes Valentine, his wife, by deed dated October 3, 1908, and recorded in Liber 103, folio 534, of said Land Records: the said Nellie Agnes Valentine has since departed this life, thus, vesting the complete title in and to said property unto the said William T. Valentine as the survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred dollars, together with the interest thereon when and as the same become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, per-

personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

William T. Valentine (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared William T. Valentine, widower, and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Fiper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Fiper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee Notary Public

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Carrie A. Crabtree, et vir

Chattel Mortgage

To

Filed and recorded September 24, 1949 at 8:30 A.M.

Personal Finance Company

Loan No. 397, Final Due date December 14, 1950

Mr. & Mrs. Sherman W. Crabtree,

Mortgagee; Personal Finance Company of Cumberland

946 Gay Street, Cumberland, Md.

Room 200, Liberty Trust Co. Building, Cumberland, Md.

Date of Mortgage September 14, 1949 : Actual Amount of Loan \$228.82

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly installments of \$19.00 /100 each, which include interest at the rate of 3 % per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 14th day of October 1949, together with a final instalment, covering any unpaid balance, including interest as

as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof, and without notice or demand render the entire unpaid balance of the principal thereof and accrued interest thereon due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

(Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said mortgagee and authorizes said mortgagee to pay for mortgagors account the following items.)

Present balance	\$178.99
Cash Balance	49.83
Total Disbursements : Total Loan	228.82

TO HAVE AND TO HOLD, all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, that if mortgagor shall well and truly pay the said loan unto the said mortgagee, according to its aforementioned terms as evidenced by said promissory note then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hands and seals of said mortgagors.

Witness: Marguerite R. Hileary

Carrie A. Crabtree (Seal)

Witness: Edith M. Twigg

Sherman W. Crabtree (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 14th day of September 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Carrie A. Crabtree and Sherman W. Crabtree, her husband, the mortgagors name in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C.L. Coughenour agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg Notary Public

To Mgr. of Co. 19 49

witnesses) to be such, and acknowledged the same to be her act and deed.

Given under my hand and seal this 27th day of August, 1949

Richard M. Heinecke

(Notarial Seal)

Notary Public

dddddddddddddddd

J. Willis Beck et ux

Mortgage

To Filed and Recorded September 26th 1949 at 10:45 A.M.

Western Maryland Building and Loan
Association, Inc., Cumberland, Maryland.

(Stamps \$3.85)

THIS MORTGAGE, Made this 23rd day of September, in the year nineteen hundred and forty-nine by and between J. Willis Beck and Vora T. Beck, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Three Thousand Six Hundred (\$3,600.00) Dollars on Thirty-six (36) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland 1945 or any future amendments thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots known as Lots Numbers 72 and 73 of a plat of land laid out by Robert Clinton Uhl, Trustee, known as "Goethe Street Addition to Cumberland, Maryland" which plat was filed in the office of the Circuit Court in Plat Box No. 93 of the Land Records of Allegany County and which lots are described as follows, to wit:

LOT NO. 72: BEGINNING at a peg on the North side of Shade's Lane (Formerly Princeton Avenue) at the end of the first line of Lot No. 71 of said Addition, and running thence with said Lane, North 36 degrees 40 minutes East 25 feet thence North 53 degrees 20 minutes West 100 feet to a 15 foot alley and with said alley South 36 degrees 40 minutes West 25 feet to the end of the second line of Lot No. 71 of said Addition and with said line reversed, South 53 degrees 20 minutes East 100 feet to the beginning.

LOT NO. 73: BEGINNING at a peg on the North side of Shade's Lane (Formerly Princeton Avenue) at the end of the first line of Lot No. 72 of said Addition and running thence with said Lane, North 36 degrees 40 minutes East 25 feet, thence North 53 degrees 20 minutes West

100 feet to a 15 foot alley and with said Alley South 36 degrees 40 minutes West 25 feet to the end of the second line of Lot No. 72 of said Addition and with said line reversed, South 53 degrees 20 minutes East 100 feet to the beginning.

It being the same property which was conveyed to J. Willis Beck, et ux by Daniel F. McMullen, et ux, by deed dated February 19, 1946, and recorded in Deeds Liber 207, folio 261, among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Three Thousand Six Hundred (\$3,600.00) Dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$36.00 each, on or before the 23rd day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 23rd day of October, 1949 at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 23rd day of April, 1961.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may hereafter be levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred (\$3,600.00) Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants, or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit:

By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

J. Willis Beck (Seal)

Vora T. Beck (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 23rd day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared J. Willis Beck and Vora T. Beck, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

AS WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 23rd day of September, 1949.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Mary Katherine Wilson

Chattel Mortgage

To Filed and Recorded September 27th 1949 at 8:30 A.M.

Frostburg National Bank

CHATTEL

THIS PURCHASE MONEY MORTGAGE Made this 23rd day of September 1949 by and between Mary Katherine Wilson Frostburg of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Six Hundred Twenty-One and 60/100 Dollars (\$621.60) which is payable with interest at the rate of six per cent (6%) per annum in 6 monthly installments of One Hundred Three and 60/100 Dollars (\$103.60) payable on the 23rd day of each and every calendar month said installments including

principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 121 Ormond Street Frostburg, Allegany, County, Maryland:

1949 Dodge 4-D Sedan Motor Number: B30-194143 Serial Number: 31378573

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged or any part thereof, from the premises aforesaid without the assent to such sale disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Six Hundred and No/100 Dollars (\$600.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Mary Katherine Wilson (Seal)

David R. Willetts

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 23rd day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Katherine Wilson, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be her act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Released (over)

Ruth M. Todd, Notary Public.

For Value Received, the Frostburg National Bank hereby releases the within and foregoing Obligated Mortgage. In Witness Whereof, the said Bank has caused its corporate name to be signed by its President, its corporate seal to be affixed, duly attested by its Cashier, this 9th day of March, 1950
 Attest: *F. Carl Knutzborg* Cashier
William G. Jenkins President.
 (Corporate Seal) 3/10/50

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Myrle C. Burch et ux Mortgage

To Filed and Recorded September 27 "1949 at 3:30 P.M.

The Liberty Trust Company, Cumberland, Maryland. (Stamps \$1.65)

THIS MORTGAGE, Made this 27th day of September in the year nineteen hundred and forty-nine by and between Myrle C. Burch and Dorothy Burch, his wife, of Allegany County, Maryland of the first part hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas the said Myrle C. Burch and Dorothy Burch, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred Ten (\$1,510.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Myrle C. Burch and Dorothy Burch, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All that lot or parcel of ground thirty feet wide, situated on the northerly side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 384 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, reference to said plat being hereby made.

IT being the same property which was conveyed to Myrle C. Burch by John R. Treiber and Sarah R. Treiber, his wife, and Tobias Lazarus and Jennie R. Lazarus, his wife, by deed dated June 23, 1947, and duly recorded among the Land Records of Allegany County, Maryland.

SECOND: All that lot or parcel of ground thirty feet wide situated on the northerly side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 383 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, reference to said plat being hereby made.

IT being the same property which was conveyed to Marshall B. Burch, by John R. Treiber and Sarah R. Treiber, his wife, and Tobias Lazarus and Jennie R. Lazarus his wife, by deed dated June 23, 1947, and duly recorded among the Land Records of Allegany County.

The complete title unto both Lots 383 and 384 as aforesaid were vested in the said Myrle C. Burch and Dorothy E. Burch, his wife, by deed from C. William Gilchrist, Trustee, dated December 1, 1947, and recorded in Liber 218, folio 252, of the Land Records of Allegany

County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Ten Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred Ten (\$1,510.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

Myrle C. Burch (Seal)

Dorothy Burch (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Myrle C. Burch and Dorothy Burch, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Wm. A. Darkey, Notary Public.

Albert Kinser et ux

To

Filed and Recorded September 28th 1949 at 1:00 P.M.

Bill of Sale

Donald O. Middleton

(Stamps \$1.65)

We, Albert Kinser and Marian Kinser, his wife, of Allegany, Maryland, in consideration of the sum of Fifteen Hundred Dollars (\$1500.00) paid us by Donald O. Middleton of Allegany County, Maryland, do hereby bargain and sell to the said Donald O. Middleton, the following property:

10 head of Purebred Herford cattle, located on our farm in Allegany County, known as the Columbus Nixon place.

WITNESS our hands and seals this 28th day of September, 1949.

Test: Morris Baron,

Albert Kinser (Seal)

Marian Kinser (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 28th day of September, 1949. before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Albert Kinser and Marian Kinser, his wife, and both acknowledged the foregoing to be their act and deed; at the same time there also appeared before me Donald O. Middleton, and made oath in due form of law that the consideration named in the foregoing Bill of Sale is true and bona fide as therein stated.

(Notarial Seal)

WITNESS my hand and notarial seal on the day and year written above.

Morris Baron, Notary Public.

Stephen Rowan et ux

Mortgage

To Filed and Recorded September 28th 1949 at 12:10 P.M.

The First National Bank of Cumberland

(Stamps \$1.10)

THIS MORTGAGE, Made this 27th day of September, 1949, by and between Stephen Rowan and Nora Rowan, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One thousand dollars (\$1,000.00) payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the ^{prompt} payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all those lots or parcels of ground situated on the north side of Mary Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Three Hundred Fifty-six, Three Hundred Fifty-seven, and Three Hundred Fifty-eight, on the plat of the Humbird Land and Improvement Company, and particularly described as follows, to-wit:

BEGINNING for the same on the north side of Mary Street at the end of the first line of Lot Number Three Hundred Fifty-five, of said addition, and running thence with the north side of Mary Street, south fifty-three and one-half degrees east ninety feet, then north thirty-six and one-half degrees east one hundred and twenty-five feet to an alley, and with it, north fifty-three and one-half degrees west ninety feet to the end of the second line of said Lot Number Three Hundred Fifty-five, and with it, reversed, south thirty-six and one-half degrees west one hundred and twenty-five feet to the place of beginning.

It being the same property conveyed to the said Stephen Rowan and Nora Rowan, his wife, by Jesse E. Utt and Mary E. Utt, his wife, by deed dated November 7, 1940, and recorded in Liber 188, folio 362, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns the aforesaid sum of One thousand (\$1,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon,

To Myrle C. Burch & Dorothy Burch
19 49

Compared and Mailed Delivered
To Myrle C. Burch & Dorothy Burch
Oct 4 19 49

as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

H. D. Vaughan

Stephen Rowan (Seal)

Nora Rowan (Seal)

STATE OF MARYLAND

Allegany County, to-wit:

I HEREBY CERTIFY, That on this 27th day of September, 1949, before me, the sub-

scriber a Notary Public in and for the State and County aforesaid, personally appeared Stephen Rowan and Nora Rowan, his wife, and they acknowledged the aforesaid mortgage to be their act and deed; and, at the same time, before me, also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, Notary Public.

My commission expires May 7, 1951.

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Alden H. Lowery et ux

Mortgage

To Filed and Recorded September 28th 1949 at 2:00 P.M.

The Commercial Savings Bank of Cumberland, Maryland.

(Stamps \$1.65)

THIS MORTGAGE, Made this 28th day of September, in the year nineteen hundred and forty nine, by and between Alden H. Lowery and Edna M. Lowery, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Fifteen Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 6% per annum payable monthly, and in monthly payments on the principal of not less than Twenty Five (\$25.00) Dollars.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All those lots and parcels of land known and designated as Lots No. 6, 37 and 38, of the Andrew Ramsey Company's Addition to the town of Ellerslie, in Allegany County, State of Maryland, a plat of which is recorded among the Land Records of Allegany County, in Liber No. 131, folio 725, and more particularly described as follows, to-wit:

Lot No. 6: Beginning for the same at a stake located on the Easterly side of the State Road running from Cumberland to Ellerslie, and running with said Road, South 2 degrees 45 minutes East 50 feet to a stake; thence leaving said Road, North 87 degrees 15 minutes East 100 feet to Stevenson Street; thence with said Street, North 2 degrees 45 minutes West 50 feet to a stake; thence leaving said Street, South 87 degrees 15 minutes West 100 feet to the place of beginning.

Lot Nos. 37 and 38: All that part and parcel of land lying in Allegany County and beginning at a stake located on the Easterly side of Stevenson Street at the end of the first line Lot No. 39, and running with said Street, South 2 degrees 45 minutes East 200 feet to a stake; thence leaving said Street, North 87 degrees 15 minutes East 12 feet to the Right of Way of the Baltimore and Ohio Railroad Company land; and thence with said Right of Way, North 26 degrees 20 minutes East 165 feet; thence leaving said Baltimore and Ohio Right of Way, North 63 degrees 40 minutes West 106 feet to the place of beginning.

Compared and Mailed Deceased
To: Judge C. H. Orr 4 19 49

Being the same property conveyed by Herbert F. Myers et ux to the said Alden H. Lowery et ux by deed dated June 8, 1942, and recorded in Liber No. 193, folio 497, one of the Land Records of Allegany County, Maryland. Reference to said deed and the plat aforementioned is hereby made for a further description.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1,500.00) dollars and the interest thereon according to the true intent and meaning of the promisory note aforesaid as the same shall fall due and become payable. --and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply, first:--To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mort-

gaged land, to the amount of at least Fifteen Hundred (\$1,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

William C. Dudley

Alden H. Lowery (Seal)

Edna M. Lowery (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 28th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Alden H. Lowery and Edna M. Lowery, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Compared and Mailed Delivered
To Notary Office
Sept 29 1949

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The First National Bank of Mount Savage, Maryland

Partial Release of Mortgage

To Filed and Recorded September 30 1949 at 1:50 P.M.

Lester Reed et ux

THIS PARTIAL RELEASE OF MORTGAGE, Made this 29th day of September, 1949 by and between The First National Bank of Mount Savage, Maryland, a national banking corporation, party of the first part and Lester Reed and Phyllis Esther Reed, his wife, parties of the second part of Allegany County, Maryland, WITNESSETH:

WHEREAS, the said The First National Bank of Mount Savage, Maryland, is the holder of a mortgage from Lester Reed and others to the said The First National Bank of Mount Savage, Maryland, dated December 3, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Mortgage Liber No. 218, folio 653, said mortgage covering the property hereinafter described and other property referred to therein, and

WHEREAS, the said Lester Reed has requested the said The First National Bank of Mount Savage, Maryland, to release the property hereinafter described from the lien, operation and effect of said mortgage and the said The First National Bank of Mount Savage, Maryland, has agreed so to do and for that purpose this instrument is made, executed and delivered,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) the

said The First National Bank of Mount Savage, Maryland, does hereby grant and convey unto the said Lester Reed and Phyllis Esther Reed, his wife, their heirs and assigns, all those pieces or parcels of ground located at or near the Village of Barrellsville, Allegany County, Maryland, and known as Lots No. 5 and 6 on the plat of Loar Improvement lying between the County Road and Jennings Run and between Barrellsville and Mount Savage.

IT BEING part of the same property conveyed to the parties of the second part by Finley C. Hendrickson, Trustee, by deed dated January 27, 1940, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 185, folio 568.

TO HAVE AND TO HOLD the above granted and described property unto the said Lester Reed and Phyllis Esther Reed, his wife, to be held by them in the same manner as if the said mortgage had never been made.

IN WITNESS WHEREOF, the said The First National Bank of Mount Savage, Maryland, has caused these presents to be signed by its Vice-President and its Corporate Seal to be hereunto affixed duly attested by its Assistant Cashier this day and year above written.

ATTEST: Nellie Tansey Ass't Cashier (CORPORATE SEAL)

THE FIRST NATIONAL BANK OF MOUNT SAVAGE, MARYLAND.

BY L. A. Fannon Vice President

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared L. A. Fannon, who acknowledged himself to be the Vice-President of The First National Bank of Mount Savage, Maryland, a national banking corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal. (Notarial Seal)

Mary T. Reagan Notary Public.

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Harold S. Hyde et ux To Filed and Recorded September 15th 1949 at 2:10 P.M. Mortgage First Federal Savings and Loan Association of Cumberland (Stamps \$8.80)

This Mortgage, Made this 14th day of September in the year Nineteen Hundred and Forty-Nine by and between Harold S. Hyde and Myrtle L. Hyde his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-One Hundred (\$81.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Eighty-one (\$81.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of land situated in Cumberland, Allegany County, Maryland, known as Lots Nos. 1, 2, 3, 4, and part of 5 of Block 9, in The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, all of which lots including part of Lot No. 5 and Lot No. 6 of said Addition are described by metes and bounds in a deed from The Cumberland Development Company et al to Edwin B. Claybrook dated December 1, 1921, and recorded among the Land Records of Allegany County in Liber No. 139, Folio 175; and also by another deed dated March 7, 1928, from Franklin H. Ankeney, Attorney in Fact to Edwin B. Claybrook, recorded in Liber No. 157, Folio 534 of said Land records. The part of said Lot No. 5 and the whole of Lot No. 6 which were conveyed by Edwin B. Claybrook et ux to Thornton R. Twigg et ux by deed dated March 8, 1928, and recorded among said Land Records in Liber No. 157, Folio 535, being described as follows: BEGINNING for the same on the Southerly side of Thompson Avenue at a point distant 149 1/2 feet measured in a Southwesterly direction along the said side of said Avenue from its intersection with the Westerly side of Marshall Avenue, and running thence with the Southerly side of Thompson Avenue South 87 degrees 19 minutes West 40 feet, thence at right angles to Thompson Avenue South 2 degrees 41 minutes East 110 feet to the Easterly margin of Annandale Addition, and with a line of said Addition South 34 degrees 25 minutes East 48 feet to the Northerly side of Cleveland Avenue then North 49 degrees 23 minutes East 19 feet thence North 2 degrees 11 minutes West 138 feet, the object of including this description in this deed being to show what part of said Lot No. 5 was conveyed to said Thornton R. Twigg and wife, which part of said Lot No. 5 so conveyed to the Twiggs being excepted from this deed, and the remaining part of said Lot No. 5 together with the other lots hereinbefore mentioned being conveyed by this deed.

It being the same property conveyed to Harold S. Hyde and Myrtle L. Hyde, his wife, by deed from The Second National Bank of Cumberland, Trustee, under the Will of Edwin B. Claybrook, deceased dated the 17th day of February, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 189, Folio 201.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-one hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Harold S. Hyde

Myrtle L. Hyde

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 14th day of September

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harold S. Hyde and Myrtle L. Hyde, his wife,

the said mortgagor s herein and each acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Paul H. Ritter et ux

To

Filed and Recorded September 15th 1949 at 2:10 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.95)

This Mortgage, Made this 14th day of September in the year Nineteen Hundred and Forty-Nine by and between Paul H. Ritter and Mary A. Ritter, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Forty-Six Hundred (\$4600.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-seven and 59/100 (\$37.59) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land known as Lots Nos. 30 and 31 of Dilfer Fams Addition to Cumberland, Maryland, as shown on the map of said Addition in Map Case Box No. 166, in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point 160 feet from the Northeast intersection of Holland Street and Roeth Avenue and running with the North side of Roeth Avenue North 54 degrees 13 minutes West 80 feet then North 35 degrees 47 minutes East 110 feet, then South 54 degrees 13 minutes East 80 feet, then at right angles, South 35 degrees 47 minutes West 110 feet to the beginning, which is the Northwest corner of Lot No. 29 heretofore conveyed to Paul H. Ritter and Mary A. Ritter, his wife.

It being the same property conveyed by Charles A. Roeder and Anna Johannah Roeder, his wife, to Paul H. Ritter and Mary A. Ritter, his wife, by deed dated the 24th day of October, 1945, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 473.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed-Delivered
To Board of Regs. App. Ct. of Md.
Sept. 22, 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary end to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least six thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.
Attest: Gerald L. Harrison, John S. Cook Jr (SEAL), Mary C. Cook (SEAL)

State of Maryland, Allegany County, to wit: I hereby certify, That on this 16th day of August in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John S. Cook, Jr. and Mary C. Cook, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Notary Public
Gerald L. Harrison
For value received, the First Federal Savings and Loan Association of Cumberland, Maryland, May 2, 1950, hereby releases the within and foregoing mortgage. Witness the signature of Lynn C. Ashley, its Executive Vice President, and the Corporate Seal of said Corporation, attested by its Secretary the day and year above written.
By Lynn C. Ashley, Executive Vice President.
Attest: By Gerald L. Harrison, Secretary

John Richard Baker et ux
To
Filed and Recorded September 20th 1949 at 10:20 A.M.
Mortgage
First Federal Savings and Loan Association of Cumberland (Stamps \$5.50)

This Mortgage, Made this 19th day of September in the year Nineteen Hundred and Forty-nine by and between John Richard Baker and Sarah Baker, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Five Thousand (\$5,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Forty-five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. Three (3) of Block No. 32 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows: BEGINNING for the same at a point standing on the South side of Kent Avenue at the point of intersection of the division line between Lot Nos. Two and Three of Block 32 and the South side of Kent Avenue, as shown on said Plat, and running thence with the South side of Kent Avenue North Eighty-eight (88) degrees Ten (10) minutes East thirty-five (35) feet to line dividing Lots Nos. 3 and 4 of Block 32 of said Addition, thence at right angles to Kent Avenue South One (1) degree Fifty (50) minutes East One Hundred Twenty-five (125) feet to the Northside of a 20 foot alley, thence with the Northside of said Alley and at right angles to the last named line South Eighty-eight (88) degrees Ten (10) minutes West Thirty-five (35) feet to line dividing Lots Nos. 2 and 3, thence at right angles to the alley and with said division line North One (1) degree Fifty (50) minutes West one hundred twenty-five (125) feet to the beginning. All bearings true meridian and horizontal measurements.

It being the same property conveyed by The Johnson Realty Corporation, a corporation, to Richard Baker and Sarah Baker, his wife, by deed dated the 14th day of April, 1942, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, folio 266.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, and appurtenances and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagors' written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison John Richard Baker (SEAL)
Sarah Baker (SEAL)

State of Maryland, Allegany County, to wit:
I hereby certify, that on this 19th day of September in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John Richard Baker and Sarah Baker, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
Notary Public

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Compared and Mailed Dated
To George W. Legge, Atty. at Law
Sept. 22, 1949

George W. Hardin et ux To Mortgage
Filed and Recorded September 20th 1949 at 2:40 P.M.

First Federal Savings and Loan Association of Cumberland
PURCHASE MONEY
This Mortgage, Made this 20th day of September in the year Nineteen Hundred and Forty-Nine by and between George W. Hardin and Cora Z. Hardin, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following: By the payment of Sixty (\$60.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: All those lots situated on the North side of Flat Street, now known as Avirett Avenue, in the City of Cumberland, known and designated as Lots Nos. 20 and 21 Block 5, in Rose Hill Addition to Cumberland, and particularly described as follows, to-wit: BEGINNING on the North side of Flat Street, now known as Avirett Avenue, at the end of the first line of Lot No. 19 and running thence with said Street South eighty-three degrees twenty minutes East fifty feet, then North seven degrees twenty-five minutes East ninety-four and four-tenths feet to an alley twelve feet wide and with it North eighty-two degrees thirty-five minutes West fifty feet to the end of the second line of Lot No. 19 and with it reversed South seven degrees twenty-five minutes West ninety-five and one-tenth feet to the beginning.

It being the same property conveyed by May Jordan, widow, to George W. Hardin and Cora Z. Hardin, his wife, by deed dated the 16, day of September, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage. This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. The mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained. It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite. Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and promises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison (SEAL) George W. Hardin (SEAL) Cora Z. Hardin (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 20th day of September in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Hardin and Cora Z. Hardin, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid. Gerald L. Harrison Notary Public

Francis B. Harvey et ux To Filed and Recorded September 26th 1949 at 10:00 A.M. Mortgage

First Federal Savings and Loan Association of Cumberland PURCHASE MONEY

This Mortgage, Made this 23rd day of September in the year Nineteen Hundred and Forty-Nine by and between Francis B. Harvey and Rose M. Harvey, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-Two Hundred (\$4200.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following: By the payment of Forty-six and 38/100 (\$46.38) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: First: All that lot or parcel of ground known and distinguished as Lot No. 58 in the First Addition to Bowling Green, as shown on a plat thereof duly filed for record among the Land Records of Allegany County, and said lot being more particularly described as follows, to-wit:

BEGINNING for the same at a peg on the East side of Cresap road at the end of the first line of Lot No. 57, and running thence with said road South 59 degrees 39 minutes West 40.17 feet, thence South 30 degrees East 120 feet to a 20 foot alley, and with said alley North 59 degrees 39 minutes East 45.7 feet to the end of the second line of Lot No. 57 and with said line reversed, North 33 degrees 00 minutes West 120.1 feet to the beginning.

SECOND: All those parts of Lots Nos. 27, 28, and 29 in the Sixth Addition in Bowling Green, as shown on a plat of Bowling Green, recorded in Plat Box No. 112, among the Land Records of Allegany County, and more particularly described as a whole as follows, to-wit:

BEGINNING at a hub in the South corner of Lot No. 58 as shown on the Plat of Bowling Green Addition to Cumberland, First Addition, and running with the Southeast line of said Lot No. 58 North 59 degrees 35 minutes East 47.76 feet to a hub; then South 33 degrees 4.5 minutes East 241.80 feet to a hub in the Southwest side of a 40 foot street; then South 50 degrees 41 minutes West 59.69 feet with the Northwest side of said forty foot street to a hub; then North 30 degrees 25 minutes West 250.77 feet to the beginning. All bearings referred to are True North Meridian. Reserved in the above conveyance is a right-of-way for the electric power line.

It being the same parcels of ground conveyed by Rowland H. Shepherd and Louise B. Shepherd, his wife, to Francis B. Harvey and Rose M. Harvey, his wife, by deed dated the 23 day of September 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Said property being subject, however, to the covenants, conditions and restrictions referred to in said deed.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-two hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Francis B. Harvey (SEAL)
Rose M. Harvey (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 23rd day of September

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Francis B. Harvey and Rose M. Harvey, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Andres Tsirigotis et ux

Mortgage

To Filed and Recorded September 27th 1949 at 10:30 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$5.50)

This Mortgage, Made this 26th day of September in the year Nineteen Hundred and Forty-Nine by and between Andrew Tsirigotis and Betty Mae Tsirigotis, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-Two Hundred and Fifty (\$5,250.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-two and 94/100 (\$42.94) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot of ground lying and being on the Southerly side of Cecelia Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at the intersection of the South side of Cecelia Street with the East side of an Alley in the rear of the Yarnall property fronting on Park Street, and running thence with the South side of Cecelia Street, North 75 1/2 degrees East thirty feet, thence at right angles to said Cecelia Street, South 14 1/2 degrees East about sixty-five feet to the North side of the Alley running between Cecelia Street and Williams Street, thence with said last mentioned Alley, South 86-1/6 degrees West about Fifty-eight feet to the said first mentioned Alley in the rear of Park Street, thence with this Alley, North 11 degrees East about Sixty feet to the place of beginning.

It being the same property conveyed by Wilford F. Blough and Bernard L. Blough, her husband, to Betty Mae Tsirigotis by deed dated the first day of December, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, Folio 320.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Do have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-two hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison

Andrew Tsirigotis (SEAL)
Betty Mae Tsirigotis (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 26th day of September in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Andrew Tsirigotis and Betty Mae Tsirigotis, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

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Wilfred A. Thompson et ux

To

Filed and Recorded September 27th 1949 at 10:10 A.M.

Mortgage

First Federal Savings and Loan
Association of Cumberland

(Stamps \$8.80)

This Mortgage, Made this 26th day of September in the year Nineteen Hundred and Forty Nine by and between Wilfred A. Thompson and Dorothy V. Thompson, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-three Hundred and Fifty-Nine (\$8,359.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Sixty-eight and 38/100 (\$68.38) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 8 and part of Lot No. 7 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Forest Lane with the Westerly side of Holland Street, and running thence with the Northerly side of Forest Lane, North 64 degrees 18 minutes West 86.74 feet; thence North 25 degrees 42 minutes East 35 feet; thence South 64 degrees 18 minutes East 83.529 feet, more or less, to the Westerly side of Holland Street; thence with the Westerly side of Holland Street, South 17 degrees 14 minutes West 35.38 feet, more or less, to the place of beginning.

It being the same property conveyed by William P. Roeder and Anna M. Roeder, his wife, to Wilfred A. Thompson and Dorothy V. Thompson, his wife, by deed dated the 21st day of July, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, Folio 443.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-three hundred and fifty-nine Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Wilfred A. Thompson (SEAL)

Dorothy V. Thompson (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 26th day of September in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wilfred A. Thompson and Dorothy V. Thompson, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Angelo R. Samson et ux

Mortgage

To File and Recorded September 29th 1949 at 1:55 P.M.

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 23rd day of September in the year nineteen hundred and forty-nine by and between

Angelo R. Samson and Katherine V. Samson, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand (\$5,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-seven (\$37.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situated and lying near the City of Cumberland, in Allegany County and State of Maryland, known as part of Lot No. 111 of the Goethe Street Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a peg distant 53 feet on the East side of Calvin Street (formerly known as Warren Street) at the intersection of said Street with a 15 foot alley and running thence with Calvin Street, North 6 degrees 00 minutes East 100 feet, thence South 84 degrees 00 minutes East 90.7 feet to a 15 foot alley and with said alley, South 36 degrees 40 minutes East 127.8 feet, thence parallel with the second line of this property to the place of beginning.

It being the same property conveyed by Joseph Eggleston Johnston and Abbye Bell Johnston his wife, to Angelo R. Samson and Katherine V. Samson, his wife, by deed dated the 28 day of September, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the abovescribed property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Matched
To How Type City
Oct 4 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand Dollars, and to cause the policy or policies issued therefor to be framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Angele R. Samson (SEAL)

Katherine V. Samson (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 28th day of September in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Angele R. Samson and Katherine V. Samson, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Harry F. Bennett et ux
To

Filed and Recorded October 7th 1949 at 11:00 A.M. Mortgage

First Federal Savings and Loan
Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 6th day of October in the year Nineteen Hundred and Forty Nine by and between Harry F. Bennett and Clara B. Bennett, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-nine hundred and sixty (\$6960.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-one and 50/100 (\$51.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate at the corner of Columbia and Polk Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING at a point on the South side of Columbia Street, distant North $2/3$ of a degree, West $4\frac{1}{2}$ feet from the Northwest corner of a two-story brick house (once used as a parsonage located on the lot East and adjoining the lot hereby intended to be conveyed) and running thence with said Columbia Street, North $73\frac{1}{2}$ degrees West $30\frac{1}{2}$ feet to Polk Street, then with Polk Street, South $23\frac{1}{2}$ degrees West 113 feet to a fence, then South 74 degrees East $30\frac{1}{2}$ feet to intersect a line drawn parallel to said Polk Street from the place of beginning, then reversing said intersecting line, North $23\frac{1}{2}$ degrees East 113 feet to the place of beginning.

It being the same property conveyed by Boyd E. Payton and Katherine M. Payton his wife, to Harry F. Bennett and Clara B. Bennett, his wife, by deed dated the 4 day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Registered
To Hon. J. J. C. City Clerk
Oct 15 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Angelo R. Samson (SEAL)
Katherine V. Samson (SEAL)
Angelo R. Samson and Katherine V. Samson, his wife, (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 28th day of September in the year nineteen hundred and forty -nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Angelo R. Samson and Katherine V. Samson, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
Notary Public

Harry F. Bennett et ux
To

Mortgage
Filed and Recorded October 7th 1949 at 11:00 A.M.

First Federal Savings and Loan
Association of Cumberland
PURCHASE MONEY

This Mortgage, Made this 6th day of October in the year Nineteen Hundred and Forty -Nine by and between Harry F. Bennett and Clara B. Bennett, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-nine hundred and sixty (\$6960.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-one and 50/100 (\$51.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premium and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate at the corner of Columbia and Polk Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING at a point on the South side of Columbia Street, distant North 2/3 of a degree, West 4 1/2 feet from the Northwest corner of a two-story brick house (once used as a parsonage located on the lot East and adjoining the lot hereby intended to be conveyed) and running thence with said Columbia Street, North 73 1/2 degrees West 30 1/2 feet to Polk Street, then with Polk Street, South 23 1/2 degrees West 113 feet to a fence, then South 74 degrees East 30 1/2 feet to intersect a line drawn parallel to said Polk Street from the place of beginning, then reversing said intersecting line, North 23 1/2 degrees East 113 feet to the place of beginning.

It being the same property conveyed by Boyd E. Payton and Katherine H. Payton his wife, to Harry F. Bennett and Clara B. Bennett, his wife, by deed dated the 4 day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

We have and do hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Packaged
To Rev. Egypt City, Pa.
Oct 15 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legga, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-nine hundred and sixty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Harry F. Bennett (SEAL)
Clara B. Bennett (SEAL)
George W. Legga (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 6th day of October in the year nineteen hundred and forty -nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry F. Bennett and Clara B. Bennett, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legga, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

William E. Ruehl et ux
 To
 Cessna Finance Corporation

Filed and Recorded September 15th 1949 at 2:20 P.M.

Chattel Mortgage

(Stamps \$1.10)

This Chattel Mortgage Made this 12th day of September 19 49, by and between William E. Ruehl & Evelyn P. Ruehl of Allegany County, State of Maryland, hereinafter called "mortgagor" and CESSNA FINANCE CORPORATION, a corporation duly incorporated under the laws of the State of Maryland, hereinafter called "mortgagee."

WITNESSETH: Whereas the said mortgagor now stands indebted unto the said mortgagee in the full and just sum of \$ 1086.84, as is evidenced by mortgagors promissory note, bearing even date herewith, which said sum is payable at the office of the CESSNA FINANCE CORPORATION, 18 1/2 North Liberty Street, Cumberland, Maryland, in 12 consecutive monthly installments of \$ 90.57 and a final installment of \$ --, payable on the 12th day of each month after the date hereof. First installment is due on Oct. 12, 1949.

The aforesaid loan has been made under the terms and provisions of the "Maryland Industrial Finance Law" (Sections 151 to 192 of Article 11 of the Annotated Code of Maryland) and from the amount thereof there has been deducted the following: \$ 65.10 for interest (1/2% per month during term of loan); \$ 21.74 service charge; \$ 4.10 & Notary recording fees; and \$ insurance. Receipt of \$ 995.90 is hereby acknowledged by the mortgagor.

NOW, THEREFORE, this Chattel Mortgage witnesseth, that in consideration of the premises and of the sum of \$1.00, and in order to secure the prompt payment of said indebtedness, the said mortgagor does hereby bargain, sell, transfer and assign unto mortgagee, its successors and assigns, the following personal property, to wit:

Quantity	Make of Car	Model	Year	Engine No.	Serial No.
1	Willys	Jeep	1946	71976	CJ2A-70394

18' inboard Century Motor Boat, Westinghouse Ref., Westinghouse Range, metal table, 4 chairs, Westinghouse Ironer, 4 metal cabinets, 3 pc. living room suite, 4 end tables, Grant (medium) Mendenthal, 3 double beds, 3 dressers, 2 Vanities, 3 floor lamps, Westinghouse comb. radio.

The above described property includes all attachments and equipment, and is now located and to be kept at Park Heights, Cumberland, Maryland.

TO HAVE AND TO HOLD the above mentioned and described personal property to the said mortgagee its successors and assigns, forever.

Provided that if the said Mortgagor their personal representatives, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of \$ 1086.84, as and when the same shall become due and payable, according to the terms of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Mortgagor agrees to pay Mortgagee a delinquent charge of Five Cents (5c) per each default continuing for five (5) or more days in the payment of One Dollar (\$1.00) or a portion thereof at the time any periodical installment is made provided, however, that such delinquent charge shall not be imposed more than once for the same default.

And it is agreed that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens legally levied on said property, all which taxes and mortgage debt the said Mortgagor hereby covenants to pay when legally demandable.

It is further agreed that the said property shall be kept at and not removed from the aforesaid mentioned address without the consent in writing of the said party of the second part.

The said Mortgagor shall keep in good repair or condition the said property during the term of this mortgage.

Insurance settlement of any policy purchased by the Mortgage and paid for by the Mortgagor as noted above is based upon the actual value of property at time of loss, not to exceed limits of liability as set forth in said policy, and is payable to Mortgagor or Mortgagee, as interests may appear.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional sales contract against the same; and that said property shall be subject to view and inspection by mortgagee at any time.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said property by any constable, sheriff or other officer, and the mort-

Compared and Matched D. Harrison
 To Notary City
 Sept. 22 1949

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ --- and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan Law of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone Dorothy M. Evans (SEAL)
WITNESS Geneva Stone Ray R. Evans (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT: TO-WIT:
I HEREBY CERTIFY that on this 3rd day of October, 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy M. Evans and Ray R. Evans, her husband, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone
Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

Joseph H. Stitcher et ux

To Filed and Recorded October 11th 1949 at 4:00 P.M.

First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$5.50)

This Mortgage, Made this 11th day of October in the year Nineteen Hundred and Forty-Nine by and between Joseph H. Stitcher and Carmel R. Stitcher, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors \$, the sum of Fifty Eight Hundred (\$5800.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-two and 92/100 (\$42.92) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground on the Southeasterly side of Frederick Street in Cumberland, Allegany County, Maryland, known as Lot No. 25 on the Revised Plat of Twigg Addition to Cumberland as filed in Plat Case Box No. 153, among the Land Records of Allegany County; said revision of said plat having been necessitated by the change in location of Frederick Street; said Lot No. 25 being more particularly described as follows:

LOT NO. 25: BEGINNING on the southeasterly side of Frederick Street (as now located) at its intersection with the southwesterly side of Warren Street, and running thence with Frederick Street South 32 degrees 13 minutes West 50-15/100 feet; thence with the boundary line between Lot No. 25 and Lot No. 24, South 52 degrees 44 minutes East 443-65/100 feet to the rear boundary of Twigg Addition; thence with it North 34 degrees 41 minutes East 50-17/100 feet to the boundary line between said Lot No. 25 and Lot No. 26; thence with said boundary line and with the same extended, North 52 degrees 44 minutes West 445-15/100 feet to the beginning.

It being the same property conveyed by Louisa P. Henderson, widow, to Joseph H. Stitcher and Carmel R. Stitcher, his wife, by deed dated the 28th day of March, 1947, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, Folio 304.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances therunto belonging or in anywise appertaining.

On here and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Commanded and Mailed Delivered
To Geo W. Loggins City Clerk
Oct 18 19 49

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight hundred-- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Joseph H. Stitcher (SEAL)
Carmel R. Stitcher (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 11th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph H. Stitcher and Carmel R. Stitcher, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid. Gerald L. Harrison
 (Notarial Seal) Notary Public

Earl O. Keyser et ux

To

Filed and Recorded October 13th 1949 at 10:30 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.60)

This Mortgage, Made this 10th day of October in the year Nineteen Hundred and Forty Nine by and between Earl O. Keyser and Georgia M. Keyser, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand (\$6,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Seventy Five (\$75.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land, together with the improvements thereon, known as Lot No. 9 Block 14 of the Cumberland Heights Addition to the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a point on the Southerly side of Louisiana Avenue where line dividing Lots No. 8 and 9 intersect same, said point also being South 22 degrees and 9 minutes East 81.1 feet from the intersection formed by the extension of the Southerly side of Louisiana Avenue and the extension of the Easterly side of Sheridan Place (formerly Fairview Place) and running thence at right angles to Louisiana Avenue and along said dividing line of Lots No. 8 and 9 South 67 degrees and 51 minutes West 111.05 feet to the Easterly side of Sheridan Place, thence along the Easterly side of Sheridan Place North 31 degrees and 39 minutes East 117.5 feet to a point thence continuing along the Easterly side of Sheridan Place with a curved line to the right tangent to the last named course and with radius of 10 feet for a distance of 17.9 feet to a point on the Southerly side of Louisiana Avenue, thence along the Southerly side of Louisiana Avenue South 22 degrees and 9 minutes East 61.4 feet to the place of beginning.

It being the same property conveyed to Earl O. Keyser, and Georgia M. Keyser, his wife, by Charles Miller and Lula V. Miller, his wife, by deed dated July 6th, 1943, and recorded in Liber No. 196, folio 542, Land Record of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite, together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Earl O. Keyser (SEAL)

Georgia M. Keyser (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 10th day of October

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Earl O. Keyser and Georgia M. Keyser, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

James Vernon Courtney et ux

Mortgage

To

Filed and Recorded October 14th 1949 at 10:30 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 13th day of October in the year Nineteen Hundred and Forty Nine by and between

James Vernon Courtney and Mary Ellen Courtney, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-Two Hundred (\$7200.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Fifty-three and 28/100 (\$53.28) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. Twenty-nine (29) of Block No. 5 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

All that lot, piece or parcel of land situated, lying and being along the southerly side of Prince Georges Street in the City of Cumberland, Allegany County, State of Maryland, and being Lot No. 29, Block 5 of Johnson Heights Addition to Cumberland, Maryland, date of plat of Johnson Heights Addition, April 1936, and which said Lot No. 29, Block 5 is described as follows, to-wit:

BEGINNING for the same at a point along the southerly side of Prince Georges Street distant Three hundred thirty (330) feet measured in an easterly direction along the southerly side of Prince Georges Street from its intersection with the easterly side of Hill Top Drive and running thence with the southerly side of Prince Georges Street, North Eighty-seven (87) degrees Eighteen (18) minutes East Thirty-six (36) feet thence at right angles to Prince Georges Street, South Two (2) degrees Forty-two (42) minutes East One hundred thirty (130) feet to the northerly side of an alley and with it South Eighty-seven (87) degrees Eighteen (18) minutes West Thirty-six (36) feet thence North Two (2) degrees Forty-two (42) minutes West One Hundred thirty (130) feet to the place of beginning. All courses refer to the True Meridian and all measurements are horizontal.

It being the same property conveyed by Robert W. Welch and Anna M. Welch, his wife, to James Vernon Courtney and Mary Ellen Courtney, his wife, by deed dated the 13, day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Further with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances therunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Ballotized
To How Property Attached
Ch. 11, 1949

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-two hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:

Gerald L. Harrison

James Vernon Courtney (SEAL)

Mary Ellen Courtney (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 13th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James Vernon Courtney and Mary Ellen Courtney, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison

Notary Public

John W. Cheney et ux

To

Filed and Recorded October 20th 1949 at 3:50 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 20th day of October in the year Nineteen Hundred and Forty Nine by and between John W. Cheney and Rena A. Cheney, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-Five Hundred (\$5500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent 69/100 (\$40.89) annum, in the manner following:

By the payment of Forty and 69/100 (\$40.89) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot and parcel of land located on the Westerly side of Wills Mountain, known as Lot No. 27 in the "Sub-Division of Harry B. Klosterman property--three miles west of Cumberland, Maryland", as shown on a plat dated June, 1940, made by H.W. Schadt, civil engineer, and to be recorded among the Land Records of Allegany County, Maryland, said lot being described as follows:

LOT NO. 27: BEGINNING for the same at a point along the Southeasterly side of Georges Creek Boulevard at the end of the second line of Lot No. 26, said point being distant South 23 degrees 39 minutes West 302.15 feet and then South 27 degrees 14 minutes West 49.4 feet from the end of 22.9 feet on the third line of the whole tract conveyed by Amanda J. Lakin to Harry B. Klosterman, et ux by deed dated April 1, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 175 folio 105, and running thence along and with the Southeasterly side of Georges Creek Boulevard South 27 degrees 14 minutes West 44 feet; thence eith with said Georges Creek Boulevard South 35 degrees 54 minutes West 6 feet; thence at right angles to Georges Creek Boulevard, South 54 degrees 6 minutes East 218 feet; thence North 47 degrees 9 minutes East 86-1/10 feet to the end of the third line of aforesaid lot No. 26; thence reversing said third line, North 62 degrees 46 minutes West 244 feet to the place of beginning.

It being the same property conveyed by Edward M. Twigg and Virginia L. Twigg, his wife, to John W. Cheney and Rena A. Cheney his wife, by deed dated the 20 day of October, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the abovescribed property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Deceased Kyle
To John W. Cheney by George W. Legge
Oct 27 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison (SEAL)
John W. Cheney (SEAL)
Rena A. Cheney (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 20th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John W. Cheney and Rena A. Cheney his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison
 Notary Public

William O. Shipley et ux et al

To

Filed and Recorded October 20th 1949 at 9:50 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 18th day of October in the year Nineteen Hundred and Forty Nine by and between William O. Shipley, and Iris E. Shipley, his wife, and Tarlton Shipley and Gertrude Shipley his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four thousand (\$4,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty (\$40.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Village of Cresaptown, Maryland, and known and distinguished as the North-erly one-half of Lot No. 19 Amcelle Acres Addition, said part of said lot being more particular-ly described as follows:

BEGINNING for the same at a point 50 feet distant from a stake standing on the East edge of Harold Drive of the Amcelle Acres Addition said stake also being at the beginning of the first line of said whole Lot No. 19 of said Addition, and running thence parallel with said first line of said whole Lot No. 19 North 78 degrees 10 minutes West about 250 feet to the second line of said whole Lot No. 19, and with the remainder of said second line North 3 degrees 15 minutes West 50.6 feet to the third line of said whole Lot No. 19, thence with said third line South 78 degrees 10 minutes West 243 feet to Harold Drive and with said Harold Drive South 0 degrees 42 minutes West 50 feet to the place of beginning.

It being the same property conveyed by Wilbert H. Nicholas and Naomi L. Nicholas his wife, to William O. Shipley and Iris E. Shipley, his wife, by deed dated the 18 day of October, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

SECOND: All those two lots or parcels of ground known as Lot Numbers 286 and 287 on the plat of Walsh's Addition to Cumberland hereinbefore mentioned and beginning for the same at the intersection of the North side of River Avenue, with the South side of Monroe Street, and running thence with said River Avenue, South 74-1/4 degrees West about 165 feet to the North side of an alley, then with the North side of said alley, North 61-3/4 degrees West about 18.8 feet to the dividing line between Lot Number 285 and 286 in said Addition, then with said dividing line North 28-1/4 degrees East about 120 feet to the South side of Monroe Street, then with the South side of said Monroe Street, South 61-3/4 degrees East about 147 feet at the point of beginning.

Said second parcel being the same property conveyed by Edward J. Ryan, Trustee, to Tarl-eton Shipley and Gertrude Shipley, his wife, by deed dated the 13th day of August, 1937, and being recorded among the Land Records of Allegany County, Maryland, in Liber No. 178, folio 456.

This mortgage is given to secure a part of the purchase price of Parcel No. one describ-ed in this mortgage and is therefore a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its suc-cessors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Debitized
 To Row App. City C. F. 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four-thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

William O. Shipley (SEAL)
Iris E. Shipley (SEAL)
Tarleton Shipley (SEAL)
Gertrude Shipley (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 18th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William O. Shipley and Iris E. Shipley his wife, and Tarleton Shipley and Gertrude the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

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John M. Barncord et ux
To

Filed and Recorded October 24th 1949 at 10:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$5.50)

This Mortgage, Made this 21st day of October in the year Nineteen Hundred and Forty Nine by and between John M. Barncord and Leora Catherine Barncord his wife,

of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Five Thousand (\$5000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty (\$50.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

Parcel One: All that parcel or piece of land situated, lying and being along the southeasterly side of the County Road connecting the Old National Pike at the Camp Ground, with the Winchester Road, in Allegany County, State of Maryland, and which is described as follows, to-wit: BEGINNING for the same at a stake on the southeasterly side of the County Road at the end of 299-1/2 feet on a line drawn North 22 degrees East 450 feet and running thence along the southeasterly side of said County Road South 68 degrees East 576 feet, thence South 43 degrees 52 minutes West 485.4 feet then North 68 degrees West 396 feet to the beginning.

It being the same property conveyed by Michael J. Healy, widower, to John Mitchell Barncord and Leora Catherine Barncord, his wife, by deed dated the 30th day of June, 1939 and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 184, Folio 175.

Excepting however from the above described parcel of land all that part of the same which was conveyed by Michael J. Healy and Pearl C. Healy, his wife, unto Frederick M. Wartz by deed dated November 10, 1924, and recorded among the Land Records of Allegany County, in Liber 148, Folio 599. Which said part excepted as aforesaid begins at the beginning of the whole tract on the Easterly side of the road connecting the Old National Pike with the Winchester Road and running thence along the East side of said road North 22 degrees East 90 feet, thence South 68 degrees East 432.1 feet to the third line of said whole parcel, thence with a portion of said line of the said whole portion South 43 degrees 52 minutes West 97 feet and thence along the fourth line of whole said portion North 63--West 396 feet to the place of beginning.

Also excepting, however, that parcel of ground conveyed by John M. Barncord and Leora Catherine Barncord, his wife, to Donald Birch McGill by deed dated June 30th, 1939, and which is recorded in Liber No. 184, Folio 176, Land Record of Allegany County, Maryland.

Parcel Two: All that tract, piece or parcel of land lying along the southeasterly side of the County Road connecting the Old National Pike at Allegany Grove Camp Ground with the Winchester Road, in District No. 29 in Allegany County, Maryland, and described as follows:

BEGINNING at the beginning of the first line of a deed from David P. Miller, to Mary A. Barncord, and running with the first line of said deed as recorded among the Land Records of Allegany County in Liber No. 131, folio 514, and running along the southeasterly side of the County Road North 30 degrees East 50 feet to a stake, thence across said whole lot as described in said deed, South 68 degrees East 589 feet to intersect the third line of said deed; then with the third line South 43 degrees 52 minutes West 53-1/3 feet to the end of said third line, then with the fourth line of said deed North 68 degrees West 576 feet to the place of beginning.

It being part of the same property conveyed by Ruth E. O'Donnell, Trustee, by John Mitchell Barncord and others by deed dated the 10th day of October, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, folio 521.

It being also part of the same property conveyed to John Mitchell Barncord and Leora Catherine Barncord, his wife, by deed from Ruth E. O'Donnell, Trustee, dated the 10th day of October, 1941, and recorded among the Land Records of Allegany County, Maryland in Liber No. 191, folio 521. It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their successors, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dated
To the W. O. Shipley & Co. Wash
Oct. 21 1949

And it is Agreed that until default be made in the premises, the said mortgagor^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lion or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Lynn C. Lashley John M. Barncord (SEAL)
Leora Catherine Barncord (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 21st day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John M. Barncord and Leora Catherine Barncord his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Lynn C. Lashley
Notary Public

Compared and Mailed Delivered To: Paul A. Lapp et ux Oct 27 1949

Paul A. Lapp et ux To Filed and Recorded October 25 1949 at 10:20 A.M. Mortgage

First Federal Savings and Loan Association of Cumberland (Stamps \$2.20)

This Mortgage, Made this 24th day of October in the year Nineteen Hundred and Forty-Nine by and between Paul A. Lapp and Dorothy Lapp, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Three Hundred and Fifty (\$2350.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Twenty-three and 50/100 (\$23.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land lying and being situated on the Southeast side of the Bedford Road about 4-1/3 miles Northwardly from the City of Cumberland, in Election District #21 of Allegany County, State of Maryland, and particularly described as follows, to-wit: BEGINNING for the same at the East edge of the concrete on the East side of the Bedford Road at the end of one and one-half perches and one link, in a Northeasterly direction from the North end of a head-wall of a concrete culvert on the East side of the Bedford Road, it being the end of the third line of Harry C. Gillum and wife's lot, as described in a deed from Duncan G. Gillum and wife, said deed bearing date of April 7, 1923, and recorded in Liber No. 143 folio 43 of the Land Records of Allegany County, Maryland, and running thence reversing part of said third line its original bearing, South 41 degrees East 381.5 feet to iron peg, South 41 degrees West 115.9 feet to iron peg, North 40 degrees 30 minutes West 399 feet to the East edge of the concrete on the said Bedford Road thence with the East edge of said concrete North 50 degrees East 115.9 feet to the place of beginning. Containing one acre, more or less. Surveyed February 29, 1928. All bearings Magnetic.

It being the same property which was conveyed to the said Paul A. Lapp and Dorothy Lapp his wife, by George L. Yeagan and Rose E. Yeagan, his wife, by deed dated October 20th, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, Folio 669, etc.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained. It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite. Together with the buildings and improvements thereon, and the rights, roads, ways, water, privilege and appurtenances thereunto belonging or in anywise appertaining. We have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:

Gerald L. Harrison

Paul A. Lapp (SEAL)

Dorothy Lapp (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 24th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul A. Lapp and Dorothy Lapp, his wife

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Richard H. Bittinger et ux
To

Filed and Recorded October 25th 1949 at 10:20 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$5.50)

This Mortgage, Made this 24th day of October in the year Nineteen Hundred and Forty Nine by and between Richard H. Bittinger and Mary J. Bittinger, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Five Thousand (\$5,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-one and 16/100 (\$41.16) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground on the southeasterly side of Frederick Street in Cumberland, Allegany County, Maryland, known as Lot No. 30 on the Revised Plat of Twigg Addition to Cumberland, as filed in Plat Case Box No. 153 among the Land Records of Allegany County; said revision of said plat having been necessitated by the change in location of Frederick Street; said Lot No. 30 being more particularly described as follows:

LOT NO. 30: BEGINNING for the same on the southeasterly side of Frederick Street (as now located) at its intersection with the boundary line between Lot No. 29 and Lot No. 30 (said beginning point being also North 32 degrees 13 minutes East 150.45 feet from the intersection of said side of Frederick Street with the northeasterly side of Warren Street) and running thence with said boundary line South 52 degrees 44 minutes East 450.22 feet to the rear boundary line of Twigg Addition; thence with part of said rear boundary line North 34 degrees 41 minutes East 50.17 feet to Lot No. 31; thence with the boundary line between Lots Nos. 30 and 31 North 52 degrees 44 minutes West 452.37 feet to the southeasterly side of Frederick Street; thence with it South 32 degrees 13 minutes West 50.15 feet to the beginning.

It being the same property conveyed by Louisa P. Henderson, widow, to Richard H. Bittinger and Mary J. Bittinger, his wife, by deed dated the 15th day of April, 1946, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, Folio 282.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances therunto belonging or in anyway appertaining.

They have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: Mr. W. Legge, City of Allegany
Oct 27 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison (SEAL) Richard W. Bittinger (SEAL) Mary J. Bittinger (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 24th day of October in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard W. Bittinger and Mary J. Bittinger, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison Notary Public

James Wilkins Jr et ux To Filed and Recorded October 25 1949 at 10:30 A.M. Mortgage First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY This Mortgage, Made this 24th day of October in the year Nineteen Hundred and Forty-Nine by and between James Wilkins Jr. and Winifred Eileen Wilkins, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-Five Hundred (\$6500.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Sixty-five (\$65.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot fronting 35 feet on Louisiana Avenue, in Cumberland Heights Addition to Cumberland, Allegany County, Maryland, known as Lot No. 2 of Block 14 of said Addition, which lot is hereby described as follows:

BEGINNING at a point on Louisiana Avenue at the end of the first line of Lot No. 1 of Block 14 and running thence with Louisiana Avenue, North 22 degrees 9 minutes West 35 feet; then at right angles to said Louisiana Avenue, South 67 degrees 51 minutes West 125 feet to a twenty foot alley, thence with said alley, South 22 degrees 9 minutes East 35 feet to said Lot No. 1 of Block 14, thence with the second line reversed of said lot, North 67 degrees 51 minutes East 125 feet to the beginning.

It being the same property conveyed by The Liberty Trust Company, Trustee, to James Wilkins, Jr. and Winifred E. Wilkins, his wife, by deed dated the -- day of October, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances therunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Believed True To the W. Bittinger Oct 27 1949

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgaga debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgaga or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison
J. Lee Wilkins, Jr. (SEAL)
Winifred Eileen Wilkins (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:
I hereby certify, that on this 24th day of October in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James Wilkins Jr. and Winifred Eileen Wilkins, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Ace H. Humbertson et ux
To
Filed and Recorded September 27th 1949 at 10:10 A.M. Mortgage

First Federal Savings and Loan Association of Cumberland
PURCHASE MONEY
This Mortgage, Made this 26th day of September in the year Nineteen Hundred and Forty Nine by and between Ace H. Humbertson and Helena V. Humbertson, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand (\$3,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:
By the payment of Twenty-nine and 23/100 (\$29.23) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: First: All that lot or parcel of ground, situated on the Northerly side of Cresap Road in First Addition to Bowling Green situated along the McMullen Boulevard, in Allegany County, Maryland, known and designated as Lot No. 99, on the Plat of said Addition, and particularly described as follows, to-wit:

BEGINNING at a point on the Northerly side of Cresap Road at the division line, between Lots Nos. 98 and 99, as shown on said plat, and running thence with said road, 42 feet to the division line between Lots Nos. 99 and 100, thence with said division line, North 71 degrees and 12 minutes West 120 feet to an alley 20 feet wide, thence with said alley, South 18 degrees and 48 minutes West 42 feet, thence South 71 degrees and 12 minutes East 120 feet to the place of beginning.

Second: All those lots or parcels of land situated on the Northerly side of Cresap Road in First Addition to Bowling Green, situated near the McMullen Boulevard in Allegany County, Maryland, known and designated as Lots Nos. 97 and 98 in said Addition, and more particularly described as follows, to-wit:

LOT NO. 97: BEGINNING for the same at a point on the Northerly side of Cresap Road at the intersection of the division line between Lots Nos. 97 and 98, and running thence with said road, in a Southwesterly direction, 40 feet to the dividing line between Lots 97 and 96, and with said dividing line North 61 degrees 58 minutes West 120 feet to an alley, thence with said alley North 28 degrees 02 minutes East 40 feet, the said dividing line between Lots Nos. 97 and 98 and with it, South 61 degrees 58 minutes East 120 feet to the beginning.

LOT NO. 98: BEGINNING for the same at a point on the Northerly side of Cresap Road at the intersection of the dividing line between Lots Nos. 98 and 99, and running thence with said road, in a Southwesterly direction, 40 feet to the dividing line between Lots Nos. 98 and 97, and with said dividing line North 61 degrees 58 minutes West 120 feet to an alley, thence with said alley North 25 degrees 13 minutes East 20.8 feet to the dividing line between Lots Nos. 98 and 99, and with it South 71 degrees 12 minutes East 120 feet to the beginning.

It being the same property conveyed by Albert O. Humbertson and Eloise V. Humbertson, his wife to Ace H. Humbertson and Helena V. Humbertson, his wife, by deed dated the 22 day of September 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.
This is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anyway appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their successors, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dubuand
To the office of the Clerk of the Court
Oct 4 19 49

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Ace H. Humbertson (SEAL)
Helena V. Humbertson (SEAL)
George W. Legge (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 26th day of September in the year nineteen hundred and forty -nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ace H. Humbertson and Helena V. Humbertson, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Ace H. Humbertson et ux

Mortgage

To Filed and Recorded September 27th 1949 at 10:10 A.M.

Albert O. Humbertson et ux

(Stamps \$4.40)

THIS MORTGAGE Made this 26th day of September, 1949 by us, namely, Ace H. Humbertson and Helena V. Humbertson, husband and wife, of Allegany County, Maryland; WITNESSETH:

That in consideration of the sum of Four Thousand (\$4000.00) Dollars now due from us and each of us, the said Ace H. Humbertson and Helena V. Humbertson, to Albert O. Humbertson and Eloise V. Humbertson husband and wife, of Parkersburg, West Virginia, we, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, do grant unto the said Albert O. Humbertson and Eloise V. Humbertson, husband and wife, the following described real estate situate in Allegany County, State of Maryland, bounded and described as follows:-

FIRST: All that lot or parcel of ground, situated on the northerly side of Cresap Road in First Addition to Bowling Green situated along the McMullen Boulevard in Allegany County, Maryland, known and designated as Lot No. 99 on the Plat of said Addition and particularly described as follows, to-wit:

Beginning at a point on the northerly side of Cresap road at the division line, between Lots Nos. 98 and 99, as shown on said plat and running thence with said road, 42 feet to the division line between Lots Nos. 99 and 100, thence with said division line north 71° 12' west 120 feet to an alley 20 feet wide, thence with said alley south 18° 48' west 42 feet, thence south 71° 12' east 120 feet to the place of beginning.

SECOND: All those lots or parcels of land situated on the northerly side of Cresap Road in First Addition to Bowling Green situated near the McMullen Boulevard in Allegany County, Maryland, known and designated as Lots Nos. 97 and 98 in said Addition, and more particularly described as follows, to-wit:

LOT NO. 97: Beginning for the same at a point on the northerly side of Cresap Road at the intersection of the dividing line between Lots Nos. 97 and 98, and running thence with said road in a southwesterly direction 40 feet to the dividing line between Lots Nos. 97 and 96 and with said dividing line north 61° 53' west 120 feet to an alley, thence with said alley north 28° 02' east 40 feet to the said dividing line between lots Nos. 97 and 98 and with it, south 61° 58' east 120 feet to the beginning.

LOT NO. 98: Beginning for the same at a point on the northerly side of Cresap Road at the intersection of the dividing line between Lots Nos. 98 and 99 and running thence with said road in a southwesterly direction 40 feet to the dividing line between Lots Nos. 98 and 97, and with said dividing line north 61° 58' west 120 feet to an alley, thence with said alley north 25° 13' east 20.8 feet to the dividing line between lots Nos. 98 and 99, and with it south 71° 12' east 120 feet to the beginning.

All of the above described real estate was conveyed to the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, by said Albert O. Humbertson and Eloise V. Humbertson, husband and wife, by deed dated September 1949, and to be recorded among the Land records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

This mortgage is made upon the express condition that if we, the said Ace H. Humbertson and/or Helena V. Humbertson, shall pay to the said Albert O. Humbertson and Eloise V. Humbertson the sum of Four Thousand (\$4000.00) Dollars with interest at the rate of four percent per annum, payable monthly, commencing with the 1st day of October, 1949, the principal of said debt to be paid as fast as we, the said Ace H. Humbertson and Helena V. Humbertson are able to pay the same subject to the provisions of this instrument hereinafter set forth, then this mortgage to be

void, otherwise to remain in full force and effect.

It is stipulated and agreed that the said sum of Four Thousand (\$4,000.00) Dollars is the balance of purchase money of the real estate above described, the residue of said purchase money, to-wit, Three Thousand (\$3,000.00) Dollars having been paid out of the proceeds of a loan made to us, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, by the First Federal Savings & Loan Company of Cumberland, Maryland, the said loan to be secured by a mortgage made by us to said Company covering said real estate for the said sum of Three Thousand (\$3,000.00) Dollars, which mortgage to said Company shall be the first lien upon said real estate and this mortgage shall be the second lien thereon.

We, the said Ace H. Humbertson and Helena V. Humbertson, husband and wife, agree that we will pay the monthly installments upon the said mortgage to said First Federal Savings & Loan Company of Cumberland, Maryland, promptly as they fall due and that we will in addition pay to the said Albert O. Humbertson and Eloise V. Humbertson the monthly interest upon the said Four Thousand (\$4,000.00) Dollars above provided for and that we will make such reduction in the principal of the said Four Thousand (\$4,000.00) Dollar debt as we are able to make during the time the said first mortgage is running and that after said first mortgage is fully discharged, we will then pay upon the principal of said Four Thousand (\$4,000.00) Dollar debt at least the amount which we are required to pay upon said first mortgage.

It is agreed that we, the said Ace H. Humbertson and Helena V. Humbertson, will cause fire insurance policies to be issued covering the buildings on said real estate in addition to such insurance as we will be required to carry to protect the first mortgage, in a sum of at least Three Thousand (\$3,000.00) Dollars with mortgage clause attached payable to the said Albert O. Humbertson and Eloise V. Humbertson as their interests may appear and will pay the premiums thereon and that we will also pay all taxes to be assessed against the said real estate and street assessments, if any, and that in the event we shall fail to pay the monthly payments upon the said loan from said First Federal Savings & Loan Company of Cumberland, Maryland, or shall fail to cause said insurance to be issued and pay the premiums thereon or shall fail to pay the taxes to be assessed against said real estate, the privilege is hereby given to said Albert O. Humbertson and/or Eloise V. Humbertson to make said payments and to issue said insurance and that any payments made by them thereon shall be added to the debt secured by this mortgage.

It is further stipulated and agreed that we, the said Ace H. Humbertson and Helena V. Humbertson, jointly and severally agree that in the event default is made in the payment of the monthly installment of interest above provided for, for three successive months, the said Albert O. Humbertson and/or Eloise V. Humbertson shall have the privilege of declaring this mortgage in default and may take such proceedings as are provided by the laws of the State of Maryland to foreclose the same subject to the rights of the said First Federal Savings & Loan Company of Cumberland, Maryland.

We, the said Ace H. Humbertson and Helena V. Humbertson further agree that in the event we shall fail to pay the monthly installments upon the said first mortgage for such a period of time that the same shall become in default, the said Albert O. Humbertson and/or Eloise V. Humbertson shall have the right to make the said payments to said First Federal Savings & Loan Company of Cumberland, Maryland, and in the event they do make said payments they shall have the right to declare this mortgage in default and may take such steps as are legal under the laws of the State of Maryland to foreclose the same.

WITNESS our hands and seals on the day and year first above written.

WITNESS: Gerald L. Harrison

Ace H. Humbertson (Seal)

Helena V. Humbertson (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY That before me, the subscriber, a Notary Public in and for the State of Maryland, County of Allegany personally appeared Ace H. Humbertson and Helena V. Humbertson, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed.

WITNESS my hand and Notarial Seal on the day and year first above written.
(Notarial Seal)

Gerald L. Harrison, Notary Public.

Samuel J. Ruffo et ux

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Mortgage

To Filed and Recorded September 28th 1949 at 2:10 P.M.

Frostburg National Bank

THIS PURCHASE MONEY MORTGAGE, Made this 26th day of September, in the year Nineteen Hundred and Forty-Nine by and between Samuel J. Ruffo and Mary V. Ruffo, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bank a national banking corporation duly incorporated under the Laws of the United States of America, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Four Thousand 00/100 (\$4,000.00) payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on Ormond Street in the Town of Frostburg, known and distinguished as Lot No. 7 of Block No. 1 of Frost Heirs' Addition to said Town of Frostburg, a plat of said Frost Heirs' Addition being of record among the Land Records of Allegany County, Maryland, in Liber No. 15 folio 491; and being the same property which was conveyed to the parties of the first part herein by deed of even date herewith, from Charles C. Bittner and Helen I. Bittner, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS Mortgage secures part of the purchase price of the property hereinbefore described and is a Purchase Money Mortgage.

T. M. J. Ruffo et ux
Dec 4 1949

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, and any future advances made as aforesaid as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be ^{hereby} secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist its, his her or their duly constituted attorneys or agents are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: as to both

F. Earl Kreitzburg

STATE OF MARYLAND

ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY That on this 26th day of September, in the year nineteen hundred and forty-nine before me, the subscriber a Notary Public of the State of Maryland, in and for said County,

Samuel J. Ruffo (Seal)

Mary V. Ruffo (Seal)

personally appeared Samuel J. Ruffo and Mary V. Ruffo, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd Notary Public.

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Domenico Violante et al

Mortgage

To Filed and Recorded September 28th 1949 at 2:50 P.M.

Augusto Caporale et ux

(Stamps \$8.80)

THIS MORTGAGE, Made this 28th day of August, 1949, by and between Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo and Dino Bagatti, Trustees for William Paca Lodge Number 1689, Sons of Italy, an unincorporated fraternal organization of Cumberland, Allegany County, Maryland, parties of the first part, and Augusto Caporale and Maria V. Caporale, his wife, of Cumberland, Allegany County, Maryland, parties of the second part.

WITNESSETH:

WHEREAS, William Paca Lodge Number 1689, Sons of Italy, of Cumberland, Maryland, an unincorporated association, for the benefit of which Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo and Dino Bagatti, Trustees, hold title to all that lot on North Centre Street which is improved by a dwelling known as No. 119 North Centre Street which is commonly called the "Brinker Building" in Cumberland, Allegany County, Maryland, and

WHEREAS, the deed for the aforesaid property dated the 28th day of May 1947, and duly recorded among the Land Records of Allegany County, Maryland, in Deeds Liber 215, folio 403, provides that the Trustees named therein and their successors, who are the parties of the first part therein, shall have the power and authority to sell, mortgage or lease said property upon the written authority of William Paca Lodge Number 1689, Sons of Italy, and

WHEREAS, the said William Paca Lodge Number 1689, Sons of Italy, at a meeting duly called and held on the 7th day of August, 1949, and at which meeting a quorum was present, unanimously authorized the said Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo, and Dino Bagatti, Trustees, to place a mortgage with the parties of the second part herein, upon the aforesaid premises in the amount of Eight Thousand Dollars (\$8,000.00), and

WHEREAS the said Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo and Dino Bagatti, as Trustees for William Paca Lodge Number 1689, Sons of Italy, as aforesaid, stand indebted unto the parties of the second part herein, in the full and just sum of Eight Thousand Dollars (\$8,000.00) as is evidenced by these presents, payable one year after date with interest at the rate of five (5) per cent per annum, payable semi-annually, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1949.

It is understood and agreed by and between the parties hereto that the parties of the first part may, at their option, pay in whole or in part the unpaid balance due and owing on said

Compared and Mailed Dated 26th Sept 1949
To Mr. Charles W. Ruffo, Clerk
Oct 4 1949

mortgage indebtedness at any time.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said parties of the second part, their heirs, personal representatives and assigns the following property, to wit:

ALL That lot, piece or parcel of ground situated on the northeasterly side of North Centre Street in Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the southwest corner of the foundation of building No. 119, North Centre Street, said point being distant South 40 degrees East 144.8 feet from the intersection of the northerly side of Centre Street with the westerly side of Bedford Street (as obtained by prolonging the southerly line of foundation of the Frantz Building until it intersects a prolongation of the easterly line of said foundation) said beginning also being 46.25 feet from the southwest corner of the foundation of building No. 127 at the intersection of the Easterly side of Polk Street with said Centre Street, and running (1) thence with the foundation of said building No. 119, North 43 degrees 08 minutes East 15 feet to an 11 inch inset in the building line; (2) thence following said inset and at right angles, South 46 degrees 52 minutes East 0.92 feet; (3) thence continuing with said foundation and line of building, North 43 degrees 10 minutes East 49.37 feet to a point where said foundation angles to the West; (4) thence following said angle to the West, North 30 degrees 11 minutes East 13.42 feet to the northwest corner of foundation of said building No. 119; (5) thence following the northerly line of said foundation, South 66 degrees 04 minutes East 31.17 feet to an offset in said foundation; (6) thence with said offset North 23 degrees 56 minutes East 0.87 feet; (7) thence continuing with said foundation and in line with the southerly wall of the Bedford Street Medical Building, South 66 degrees 41 minutes East 12.75 feet to the northeast corner of said building No. 119; (8) thence along the easterly foundation of building No. 119, South 33 degrees 15 minutes West 38.17 feet to an inset to the West; (9) thence with said inset North 40 degrees 19 minutes West 8.08 feet to the easterly line of a 15 inch easement from Algernon M. White, et ux, to Joseph H. Brinker, et al, by Agreement dated December 23, 1926, and recorded in Deeds Liber 154, folio 398, among the Land Records of Allegany County, Maryland; (10) thence following said easterly limit of said easement, South 47 degrees 21 minutes West 19.54 feet to a point where said foundation intersects the northerly foundation of building No. 115 North Centre Street; (11) thence at right angles following the northerly wall of said building No. 115, North 42 degrees 30 minutes West 1.5 feet to the northwest corner of said building No. 115; (12) thence following the westerly wall of said building No. 115 the interior face of building No. 119 South 47 degrees 21 minutes West 40.5 feet to the intersection of said interior face of said wall with the northerly side of said Centre Street; (13) thence with the southerly foundation of said building No. 119 and with the northerly side of said Centre Street, North 40 degrees West 36.23 feet to the place of beginning.

IT being the same property which was conveyed by Nora Evangeline Brinker et al to the parties of the first part herein by two deeds; viz: (1) deed dated October 17, 1946, and recorded in Deeds Liber No. 211, folio 650; (2) by confirmatory deed dated May 28th, 1947, and recorded in Deeds Liber 215, folio 403, among the Land Records of Allegany County, Maryland, and also by Frank Palumbo, et al., Trustees by Quit Claim Deed dated May 28th, 1947, and recorded in Deeds Liber 215, folio 406, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining including the easement set forth in the aforementioned agreement from Algernon M. White, et ux to Joseph H. Brinker et al, dated December 23, 1926, and recorded in Deeds Liber 154, folio 398, among the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD the above described property unto the said parties of the second part, their heirs, personal representatives and assigns, in fee simple forever.

PROVIDED that if the said parties of the first part, their successors and assigns, do and shall pay to the said parties of the second part, their heirs, personal representatives and assigns, the aforesaid sum of Eight Thousand Dollars (\$8,000.00) together with the interest thereon and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, personal representatives and assigns, or William R. Carscaden, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much hereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagees, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs, personal representatives or assigns.

AND the said mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Thirty-five Thousand Dollars (\$35,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to insure to the benefit of the mortgagees, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors administrators successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

WITNESS: John V. Santelli
John V. Santelli
John V. Santelli
John V. Santelli
John V. Santelli

Domenico Violante (SEAL)
Nicola Monteleone (SEAL)
Domenico Colangelo (SEAL)
Carlo Materazzo (SEAL)
Dino Bagatti (SEAL)
Trustees for William Paca
Lodge Number 1689, Sons of Italy

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28 day of August, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Domenico Violante, Nicola Monteleone, Domenico Colangelo, Carlo Materazzo, and Dino Bagatti, Trustees for William Paca Lodge Number 1689, Sons of Italy, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time, before me, also personally appeared Augusto Caporale and Maria V. Caporale his wife, the within named mortgagors and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

John V. Santelli, Notary Public.

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Roy C. Hawse et ux

Mortgage

To Filed and recorded September 29th 1949 at 9:15 A.M.

Home Building and Loan Association, Incorporated

THIS PURCHASE MONEY MORTGAGE, Made this 28th day of September in the year Nineteen Hundred and Forty-Nine by and between Roy C. Hawse and Dorothy L. Hawse, his wife, of Allegany County in the State of Maryland parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association Incorporated a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of Twenty five Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property to-wit:

All that lot or parcel of ground situate, lying, and being in South Cumberland, Allegany

County Maryland, designated on the plat of the Humbird Land and Improvement Company as Lot Number Two Hundred and Nine (209) said lot being described by the following metes and bounds, to-wit:

BEGINNING on the South side of Elder Street at the end of the first line of Lot No. 208, and running thence with said Street South 53-1/2 degrees East 30 feet, then South 36-1/2 degrees West 125 feet to an alley and with it North 53-1/2 degrees West 30 feet, to the end of the second line of Lot No. 208, and with it, reversed, North 36-1/2 degrees East 125 feet to the beginning.

This being the same property which was conveyed by Fannie A. Dean, widow, unto the said Roy C. Hawse and Dorothy L. Hawse, his wife, by deed dated the 28th day of September 1949, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a Purchase Money Mortgage.

The above described property is improved by a frame dwelling house of two stories and an attic, five rooms and bath, and by a garage in the rear, and is known as No. 233 Elder Street, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successor or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives heirs or assigns.

AND the said mortgagors their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or

Compared and mailed correct 7/24/49
To Mr. Lohr Richards, Atty. Gen.
8-4-49

hereafter erected on the premises described insured against loss by fire in at least the sum of Two Thousand Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes water rents and assessments and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS the hand and seal of the said mortgagors.

Attest: Joan B. Ghost

Roy C. Hawse (SEAL)

Joan B. Ghost

Dorothy L. Hawse (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Roy C. Hawse and Dorothy L. Hawse, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

Carl Victor Glass et ux

Chattel Mortgage

To Filed and Recorded September 29th 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg,
Allegany County, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 28th day of September in the year 1949 by and between Carl Victor Glass and Elsie Claudine Glass, his wife, of Allegany County, Maryland hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Fifteen Hundred Eighty-Six and 17/100 Dollars (\$1,586.17) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$1,586.17 payable to the order of said bank.

Now, therefore, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1949 Dodge Wayfarer 2 door sedan, Model D29, Engine No. D30-179390 Serial No. 37034778

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$1,586.17 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition or provision of said note then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place, and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 23 Centennial St. in Frostburg Md. except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$1,586.17 and to pay the premiums thereon and to cause the policy issued therefor to be endorsed

Compared and Mailed Dated
To Mpls. Frostburg Md.
Oct 4 1949



WASHINGTON, D. C.

FLASHGUIDE RE-3



FLASHGUIDE RE-3

RECORDS ENGINEERING
INC.
WASHINGTON, D. C.

FLASHGUIDE RE-3



RECORDS ENGINEERING
INC.
WASHINGTON, D. C.

FLASHGUIDE RE-3

**FLASH
NO.**

2

LIBER NO

227

Alex C. Chatain et ux

To Filed and Recorded September 29th 1949 at 2:20 P.M.

Irving Millenson

Mortgage

(Stamps \$2.20)

This mortgage made this 28th day of September, in the year Nineteen Hundred and Forty-nine by and between Alex C. Chatain and Isabel O. Chatain his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$2,000.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$35.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the Village of Ellerslie, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same on the north side of a twenty foot street, at the end of the first line of the lot conveyed by William H. Riley to Robert H. Henderson by deed dated November 22nd, 1880, and recorded in Liber No. 56, folio 289, of the Land Records of Allegany County and running thence with the north side of said twenty foot street, South eighty degrees and ten minutes west thirty four and three tenths feet, then North sixty eight degrees and fifty minutes west thirty nine feet, thence leaving said street, North fifty minutes East one hundred and sixty nine and one fourth feet to the end of thirty three feet on the fourth line of the original whole lot conveyed by Alexander King, Trustee, to William H. Riley by deed dated June 16th, 1877, and recorded in Liber No. 49 folio 327 of said Land Records and running thence with part of said fourth line, North eighty six degrees and ten minutes East thirty two and six tenths feet to the end of the first line of the lot conveyed by William H. Riley to Robert H. Henderson by deed dated December 15th, 1882 and recorded in Liber No. 83, folio 97, of the Land Records of Allegany County, thence reversing said first line, South three degrees and twenty one minutes East fifty three and one half feet to the end of the second line of the first above mentioned lot conveyed by William H. Riley to Robert H. Henderson thence reversing said second line, South fourteen degrees and ten minutes East one hundred and thirty feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part by deed of Minnie Critchfield dated August 3, 1935, and recorded among the Land Records of Allegany County in Liber No. 173, folio 184.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part their heirs executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobay, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: Wm. R. Carscaden

Alex C. Chatain (Seal)

Wm. R. Carscaden

Isabel O. Chatain (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 28th day of September, in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said

County personally appeared Alex C. Chatain and Isabel O. Chatain, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Mary L. Vogel

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Mortgage

To Filed and Recorded September 29th 1949 at 3:15 P.M.

The Liberty Trust Company Trustee

(Stamps \$3.85)

THIS MORTGAGE, Made this 28th day of September, 1949, by and between Mary L. Vogel widow, of Allegany County, State of Maryland, of the first part, and The Liberty Trust Company a corporation duly incorporated under the laws of Maryland, Trustee for Modern Park Development Company, of the second part, witnesseth:

WHEREAS, the said Mary L. Vogel, widow, stands indebted unto the said The Liberty Trust Company, Trustee for Modern Park Development Company, in the full and just sum of Three Thousand Seven Hundred Dollars (\$3,700.00) as evidenced by her promissory note for said sum of money bearing even date with these presents and payable to the order of the said The Liberty Trust Company, Trustee for Modern Park Development Company, one year after date, with interest from date at the rate of four and one-half per cent (4½%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Modern Park Development Company, its successors and assigns, the following property, to wit:

All that lot of ground situate in the City of Cumberland Allegany County, Maryland described as follows, to wit:

BEGINNING for the same at a point on the southerly side of Decatur Street 50 feet in a westerly direction from the Southwest corner of Decatur and Charles Streets and running thence with Decatur Street, North 48-1/2 degrees West 22 feet, then at right angles with Decatur Street South 41-1/2 degrees West 120 feet to Cherry Alley, and with it, South 48-1/2 degrees East 22 feet, then by a straight line to the beginning.

IT being the same property which was devised to Mary L. Vogel by the Last Will and Testament of Edward J. Vogel, dated April 14, 1939, and recorded among the Will Records of Allegany County, Maryland, in Liber "S", folio 32.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns in fee simple forever.

PROVIDED, that if the said party of the first part, her heirs, executors administrators, or assigns, does and shall pay to the said The Liberty Trust Company, Trustee for Modern Park

Development Company, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Dollars (\$3,700.00) together with the interest thereon when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon payment, in the meantime, of all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all of which taxes mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable.

BUT in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are herewith declared to be made in trust, and the said The Liberty Trust Company, Trustee, for Modern Park Development Company its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, then and in that event, the party so advertising shall be paid all expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said party of the first part, her heirs and assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand Seven Hundred Dollars (\$3,700.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors and assigns, to the extent of its or their lien or claim hereunder, to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs executors administrators, successors or assigns of the respective parties hereto.

WITNESS the hand and seal of the said mortgagor.

Mary L. Vogel (SEAL)

WITNESS: Thos J. McNamee

STATE OF MARYLAND TO WIT:

COUNTY OF ALLEGANY I HEREBY CERTIFY, That on this 28th day of September, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary L. Vogel, widow and acknowledged the foregoing mortgage to be her act; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, Trustee for

Modern Park Development Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Modern Park Development Company, and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Harold A. Clayton et ux

To Filed and Recorded September 29th 1949 at 3:15 P.M.

Mortgage

The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$4.95)

THIS MORTGAGE Made this twenty eighth day of September, in the year nineteen hundred and forty-nine, by and between Harold A. Clayton and Helen Clayton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Harold A. Clayton and Helen Clayton, His wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand Five Hundred (\$4,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31 June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold A. Clayton and Helen Clayton, his wife, does hereby bargain and sell, give, grant, convey, transfer assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated on Wills Creek Avenue on the westerly side thereof, in Cumberland, Allegany County, Maryland, which is more particularly described as follows:

Beginning for the same on the westerly side of Wills Creek Avenue at the end of a line drawn North 28 degrees 30 minutes West 50 feet from the northerly corner of the property marked "D.L. Sloan" on a plat showing the property of the Joseph P. Gellner (incorrectly spelled "Gillner" on said Plat) Heirs, which was filed with an Agreement and Power of Attorney by and between Joseph L. Gellner et ux et al and Mary C. Gellner, dated March 1, 1938, and recorded in Deeds Liber No. 184, folio 139, among the Land Records of Allegany County, Maryland, and running thence with the westerly side of said Wills Creek Avenue, North 18 degrees 15 minutes West 230 feet; thence continuing with said side of said Avenue, North 39 degrees 12 minutes West 16 feet to the southeasterly side of an unnamed proposed street connecting Wills Creek Avenue and Fayette Street; thence

with said side of said proposed street, South 7 degrees 42 minutes West 194.8 feet; thence South 20 degrees 30 minutes East 75.9 feet; thence North 69 degrees 30 minutes East 99 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by Mary C. Gellner, individually, and as Attorney in Fact of Joseph L. Gellner, et al, by deed dated July 24, 1941, and recorded in Liber 190, folio 627, of the Land records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand and Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George A. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Five Hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of

the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

Harold A. Clayton (Seal)

Helen Clayton (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harold A. Clayton and Helen Clayton, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos J McNamee, Notary Public.

George C. Maguire et ux

Mortgage

To Filed and Recorded September 29th 1949 at 3:15 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.75)

THIS MORTGAGE, Made this 29th day of September, in the year nineteen hundred and forty-nine by and between George C. Maguire and Mary Agnes Maguire, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said George C. Maguire and Mary Agnes Maguire, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 30, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together

with the interest thereon, the said George C. Maguire and Mary Agnes Maguire, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property-to-wit:

All that lot or parcel of ground situated on Fairview Place (now Sheridan Place) known and designated as Lot No. 19, Block No. 14, of the Cumberland Heights Addition to the City of Cumberland, Allegany County, Maryland, as shown on the amended plat of said Addition being recorded in Plat Case Box 72, among the Land Records of said Allegany County, and being more particularly described as follows, to wit:

Beginning for the same at a point on the easterly side of Sheridan Place, said point being where the dividing line of Lots Nos. 19 and 20 intersect said easterly side of Sheridan Place, and running thence with said side of Sheridan Place, South 53 degrees 26 minutes West 35 feet to the dividing line of Lots Nos. 18 and 19, thence with said dividing line, South 36 degrees 34 minutes East 105 feet to an alley, thence along said alley, North 53 degrees 26 minutes East 35 feet to the aforementioned dividing line of Lots Nos. 19 and 20, thence with said dividing line, North 36 degrees 34 minutes West 105 feet to the place of beginning.

It being the same property which was conveyed unto the said George C. Maguire, by deed from The Cumberland Heights Improvement Company, dated September 13, 1923, and recorded in Liber 144, folio 413, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagors, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and

payable and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent to the

party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

George C. Maguire (Seal)

Mary Agnes Maguire (Seal)

STATE OF MARYLAND, Allegany County, To Wit:

I HEREBY CERTIFY that on this 29th day of September, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared George C. Maguire and Mary Agnes Maguire, his wife and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos J McNamee, Notary Public.

Leona M. Ford

Chattel Mortgage

To

Filed and Recorded September 30th 1949 at 8:30 A.M.

Family Finance Corporation

Account No. 15815 Actual Amount of this Loan \$100.00 Cumberland, Maryland September 29, 1949

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell, convey to Family Finance Corporation Vogel Building 121 Balto Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred no/100 Dollars (\$100.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$6.72 each;

which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at.. in the City of...County of..State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
--						

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 424 Green St., in the City of Cumberland County of Allegany Maryland,

1 chair, 1 telephone stand, 1, 3-piece living room suite blue and red, 1 Stewart Warner radio, 1 heavy red rug, 1 table lamp, 1 end table walnut, 1 stand lamp 1 book stand walnut, 1 Kingsbury piano, 1 walnut table, 2 walnut chairs, 1 walnut buffet, 1 walnut china closet, 1 heavy rug, 1 Emerson table radio, 1 arm chair, 2 chairs, 1 table red and white, 1 Maytag electric washer, 1 Universal refrigerator, 1 gas Detroit Jewell stove, 1 base cabinet white, 1 walnut bed, 1 brass bed, 1 mahogany bed, 1 walnut dresser, 1 chest of drawers, walnut, 1 oak dresser, 1 mahogany chest of drawers, 1 dresser mahogany, 1 vanity and stool mahogany.

--including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public

Compared and Mailed Deftered
To Mortgagee
19 49

STATE OF MARYLAND COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 26 day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Earl L. Walsh the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time before me also personally appeared G. R. Chappell, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

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Albert J. Dickinson et ux

Chattel Mortgage

To Filed and Recorded October 3rd 1949 at 8:30A.M.

Aetna Loan Co., Inc.

Chattel Mortgage

(Stamps \$.55)

Loan No. Cum 1687

Borrowers: (Last Name) Dickinson, Albert J. & Opal L.

Addressee: 735 Maryland Avenue

Mortgagee
Aetna Loan Company Inc.
7 N. Liberty Street
Cumberland, Maryland.

City Cumberland, County Allegany State Maryland

Date of This Loan	Amount of This Loan	First Payment Due	Final Payment Due
9/27/49	\$525.00	11/2/49	1/2/51

Payable in 15 successive monthly installments of \$35.00 each, and --installments of \$---each, with interest after maturity at 6% per annum.

This chattel mortgage made on the date above stated between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

Household goods

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan the mortgagors do hereby grant, sell, convey and confirm, unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due/therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds

Compared and Mailed Delivered
To Reg. Clk. Oct 1 1949

Compared and Mailed Delivered
To Reg. Clk. Oct 1 1949

of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

Description of Mortgaged Property:

Make of Auto	Year	Body	Motor Number	Serial Number
1 Divan	1 Heatrola		1 Refrigerator	1 Cedar Chest
1 Arm Chair	1 Buffet		1 Range	1 Dresser
1 Other Chair	4 Oak Chairs		1 Table	1 Vanity
1 RCA Radio	1 Table		1 Pots and Pans	1 Chest of Drawers
2 Floor Lamps	1 China Cabinet		1 Linoleum	1 Chest of Drawers, Maple
1 9 x 9 Rug	1 Am. Beauty Iron		1 Dishes	1 Dresser, Maple
1 Walnut Desk	1 Vacuum Cleaner		1 Bed	
1 Walnut End Table	4 Chairs		1 Walnut Bed	
1 Studio Couch	1 Elec. Wash. Mach.		1 Iron Bed	

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS Albert J. Dickinson

Opal L. Dickinson (Seal)

WITNESS Ray White

Acknowledgment

Albert J. Dickinson (Seal)

STATE OF MARYLAND CITY/COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 29th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for the City/County aforesaid, personally appeared Dickinson, Albert J. & Opal L. his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Ray White Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

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Mortgage

Esther Kelly et vir

To

Filed and Recorded October 3rd 1949 at 3:35 P.M.

W. Wallace McKaig

THIS MORTGAGE, made this 3rd day of October, in the year Nineteen Hundred and Forty-nine, by and between Esther Kelley and John L. Kelley, her husband, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and W. Wallace McKaig hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the full sum of Four Thousand Dollars, (\$4,000.00) which said indebtedness, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid within three (3) years from the date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Sixty-five Dollars (\$65.00) each month, on account of the principal and interest

as herein stated, the interest to be computed semi-annually at the rate aforesaid, and deducted from said payments and the balance thereof, after deducting the interest shall be credited to the principal indebtedness, all in accordance with the terms and conditions of a Promissory Note, bearing even date and tenor herewith.

This Mortgage is executed to secure part of the purchase money for the first property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property to-wit:

All that land in the City of Cumberland, Allegany County, State of Maryland, in what is known as the Southside Addition to the City of Cumberland, known as the North half of Lot No. 69, bounded and described as follows:

Beginning for the same at the end of the first line of Lot No. 68, and running thence with Race Street, South 18 degrees 34 minutes West 20 feet, then North 71 degrees 26 minutes West 100 feet to Wendell Alley, and with said Alley North 18 degrees 34 minutes East 20 feet to the end of the second line of Lot No. 68 thence with said line reversed, South 71 degrees 26 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Esther Kelley by Edna A. Murray et al, by deed dated September 8, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Also all that lot of land in the City of Cumberland, Allegany County, Maryland, in what is known as the Southside Addition to the City of Cumberland, being the south half of Lot No. 69, bounded and described as follows:

Beginning for the same at a point on the west side of Race Street, said point being South 18 degrees 34 minutes West 20 feet from the beginning point of the whole of Lot No. 69 and running thence South 18 degrees 34 minutes West 20 feet, thence North 71 degrees and 26 minutes West 100 feet to Wendell Alley and with said Alley, North 18 degrees 34 minutes East 20 feet, thence South 71 degrees 26 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed by Charles W. Edmonds and wife to Joseph G. Kight and Mary Kight his wife, as tenants by the entireties by deed dated November 21, 1907, and recorded in Liber 102, folio 331, one of the Land Records of Allegany County. The said Mary Kight departed this life in the year 1924, thus vesting the complete title in and to said property unto the said Joseph G. Kight as the survivor. The said Joseph G. Kight departed this life intestate in the year 1935, leaving surviving as his children and only heirs at law, Dorothy Kight, unmarried, Ruth Kight Smith, intermarried with James Smith, Virginia Kight Cooper, intermarried with Chester Cooper, John Kight, whose wife was Nellie Kight, Mary Jo Kight Powell, intermarried with Frederick M. Powell, and Esther Kight Kelley, intermarried with John L. Kelley. The complete title to this property was vested in the said Esther Kight Kelley as Esther Kelley, by her other sisters and brother as set forth above, together with their respective husbands and wife, by deed dated November 14, 1935, and recorded in Liber 173, folio 651, one of the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Four Thousand Dollars (\$4,000.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying in the meantime all taxes, assessments, public

dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall at once become due and payable and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Four Thousand (\$4,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Esther Kelly (Seal)

John L. Kelley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of October in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Esther Kelly and John L. Kelley, her husband, the within named Mortgagors and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Mortgage
Evan L. Feltner et ux

To Filed and Recorded October 3rd 1949 at 3:35 P.M.

(Stamps \$ 2.20)

The Liberty Trust Company, Cumberland, Maryland.

THIS MORTGAGE, Made this 30th day of September in the year nineteen hundred and forty-nine, by and between Evan L. Feltner and Greta J. Feltner, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation, ^{duly} incorporated under the laws of Maryland and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Evan L. Feltner and Greta J. Feltner his wife, stand indebted

Compared and Mailed Betwixt
To Register City
Oct 18 1949

unto the said The Liberty Trust Company in the just and full sum of Two Thousand Two Hundred (\$2,200.00) Dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Evan L. Feltner and Greta J. Feltner, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 144, in First Addition Bowling Green, situate along the Old River Road, now called McMullen Boulevard a Plat of which Addition is recorded among the Land Records of Allegany County, Maryland, said lot being described as follows:

Beginning at the intersection of the southerly side of Long Avenue with the westerly side of River Road as shown on said Plat, and running thence with said side of said Road, South 20 degrees 39 minutes East 40 feet, thence South 69 degrees 21 minutes West 120 feet, thence North 20 degrees 39 minutes West 40 feet, thence North 69 degrees 21 minutes East 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by David W. Feltner et ux by deed dated March 20, 1945, and recorded in Liber 203, folio 274, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Two Hundred Dollars, together with the interest thereon when and as the same become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer, or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George A. Hughee, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumber-

land, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

Evan L. Feltner (Seal)

Greta J. Feltner (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 30th day of September in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Evan L. Feltner and Greta J. Feltner, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Wm. A. Darkey, Notary Public.

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Mortgage

Benjamin Harrison Lewis et ux

To Filed and Recorded October 4th 1949 at 9:30 A.M.

Equitable Savings and Loan Society
of Frostburg, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 28th day of September, 1949, by and between Benjamin Harrison Lewis and Marie Yate Lewis, his wife, of Frostburg Allegany County, Maryland parties of the first part, hereinafter called the "Mortgagor" and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mort-

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Oct 19 1949

gagee."

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom, a loan of Three Thousand and 00/100 Dollars (\$3,000.00) being the balance of the purchase money for the property hereinafter described on its Twenty-Three and Ten-Thirtieths (23-10/30) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-nine and 98/100 Dollars (\$29.98) on or before the 28th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description fire and extended coverage insurance premiums and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with the interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those lots, pieces or parcels of land lying and being in the Town of Frostburg, Allegany County, Maryland, situated on the East side of Park Avenue and known and distinguished as parts of Lot No. 9 of Block No. 5 of Beall's First Addition to the Town of Frostburg, a plat of which is of record in Liber No. 30 folio 710, of the Land Records of Allegany County, Maryland, said lots being more particularly described as follows:

FIRST PARCEL: BEGINNING for the same at an iron pipe stake standing on the East side of Park Avenue, said stake stands South thirteen degrees twenty-seven minutes East fifty-nine and seven-tenths feet from the South corner of the Johnson dwelling that stands on the adjoining part of said Lot No. 9 thence cutting across the whole of Lot No. 9 (magnetic bearings as of the original plan of lots of Beall's First Addition) North fifty degrees East fifty-nine and eight-tenths feet to an iron pipe stake standing on the third line of a parcel of ground conveyed by Mary E. Carter to Kathleen Crowe by deed dated the 4th day of February, 1946, and recorded in Liber No. 207, folio 148, one of the Land Records of Allegany County, thence reversing the third line South forty degrees East sixty-four and four tenths feet to an iron pipe stake standing on the North side of an alley, thence with the North side of said alley South fifty degrees West seventy-one and fifteen hundredths feet to an iron pipe stake standing on the East side of Park Avenue, and with the West line of Lot No. 9 of Beall's First Addition to Frostburg North thirty degrees five minutes West sixty-five feet to the place of beginning.

SECOND PARCEL: BEGINNING for the same at an iron pipe stake standing on the East side of Park Avenue at the place of beginning of the aforementioned First Parcel, and being also South 13 degrees 27 minutes East 59.7 feet from the South corner of the Johnson dwelling standing on the adjacent part of Lot No. 9, and running thence North 30 degrees 5 minutes West 8 feet to an iron stake, thence North 56 degrees 45 minutes East 59 feet to an iron stake standing at the end of the second line of the aforementioned first parcel, and running thence with said second line of the first parcel reversed, South 50 degrees West 59.8 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part herein by deed of James A. Neal and wife, dated September __, 1949, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this

mortgage.

This Mortgage is a purchase money mortgage and secures part of the purchase price of the property hereby intended to be conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating gas and plumbing apparatus and fixtures attached to or used on and about said premises it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage the sum of --Dollars, (\$--) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates or from any other cause to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed ^{or} to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance, in this special fund may at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

IT is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent

of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants, or conditions of this Mortgage the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time, after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold it may be sold afterwards, either privately or publicly and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representative, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all;

Harry J. Boettner

Benjamin Harrison Lewis (Seal)

Marie Yates Lewis (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 28th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Harrison Lewis and Marie Yates Lewis, his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be --act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

Sarah V. Gallimore

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Mortgage

To Filed and Recorded October 5th 1949 at 2:25 P. M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.10)

THIS MORTGAGE, Made this 5th day of October, in the year nineteen hundred and forty-nine, by and between Sarah V. Gallimore, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Sarah V. Gallimore, widow, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Sarah V. Gallimore widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those three lots, pieces or parcels of land known and designated as Lots Nos. 16, 17, and 18 of Block No. 14 in Potomac Park Addition, situated on the River Road, three miles westward from the City of Cumberland, in Allegany County, Maryland. Description by courses and distances of said lots in Potomac Park Addition are --

Recorded in Liber 130 folio 1, one of the Land Records of Allegany County and the plat of said Addition is filed in Plat Case Box 33, in the Office of the Clerk of the Court of said County.

It being the same property which was conveyed unto Blaine C. Gallimore and Sarah V. Gallimore, his wife, as tenants by the entireties, by Charles H. Wakeman et ux by deed dated May 24, 1932, and recorded in Liber 167, folio 614, of the Land Records of Allegany County, Maryland;

Compared and Mailed Returned
To: City of C...
Oct 11 1949

the said Blaine C. Gallimore has since departed this life, thus vesting the complete title in and to said property unto Sarah V. Gallimore as the Survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the

mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Celestine H. Rhind

Sarah V. Gallimore (Seal)

Sarah V. Gallimore (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 5th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Sarah V. Gallimore, widow, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

My Commission Expires May 7, 1951.

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Thomas E. Ardinger

Chattel Mortgage

To Filed and Recorded October 5th 1949 at 8:30 A.M.

The First National Bank Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 4th day of October, 1949, by and between Thomas E. Ardinger 408 Park St., Cumberland, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of The United States of America, party of the second part, hereinafter called the Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Five Hundred & Twenty five Dollars (\$525.00) which is payable with interest at the rate of 5% per annum in 12 monthly installments of Forty-three & 75/100 Dollars (\$43.75) payable on the 4th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1949 Plymouth Suburban Motor # P18-387838 Serial # 18024067

Compared and Mailed Delivered
To Notary City
Oct 11 1949

WITNESS the hand and seal of said mortgagor the day and year first aforesaid.

Attest: William C. Dudley

James Grant Hounshell (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 4th day of Oct. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared James Grant Hounshell and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared Geo. C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public

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John G. Buckley et ux

Release of Mortgage

To Filed and Recorded October 5th 1949 at 11:15 A.M.

Harold Ashworth et ux

THIS RELEASE OF MORTGAGE, Made this first day of October, 1949, by John G. Buckley and Pattie M. Buckley, his wife, of the County of Allegany, State of Maryland, Witnesseth:

WHEREAS, the said John G. Buckley and Pattie M. Buckley, his wife, are the holders of a mortgage from Harold Ashworth and Beatrice Ashworth, his wife, dated the 3rd day of April, 1929, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 111, folio 220, which said mortgage was given to them by Harold Ashworth and Beatrice Ashworth, his wife; and,

WHEREAS, the said Harold Ashworth and Beatrice Ashworth, his wife, did thereafter convey the property affected and covered by said mortgage to the said John G. Buckley and Pattie M. Buckley, his wife, but had prior to the date of said conveyance fully paid and satisfied the said mortgage but said mortgage was not released of record; and,

WHEREAS, the said John G. Buckley and Pattie M. Buckley, his wife, have this day sold the property affected and covered by said mortgage to Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont, and said mortgage although having been fully paid and satisfied has not been released on the mortgage records in the office of the Clerk of the Court for Allegany County, Maryland, and it is now desired to release said mortgage.

NOW, THEREFORE, THIS RELEASE WITNESSETH: That for and in consideration of the premises and the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged by the said John G. Buckley and Pattie M. Buckley, his wife, who do hereby release the aforesaid mortgage and grant the property thereby affected unto the said Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont, to be held by them in the same manner as if the mortgage aforesaid had never been made.

WITNESS the hands and seals of the said releasors the day and year first above written.

WITNESS: Betty June Beachy

John G. Buckley (Seal)

Pattie M. Buckley (Seal)

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY,

I HEREBY CERTIFY, That on this first day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John G. Buckley and Pattie M. Buckley, his wife and they each acknowledged the foregoing release of mortgage to be their respective act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Notarial Seal)

Betty June Beachy, Notary Public.

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Walter H. Reel

Chattel Mortgage

To Filed and Recorded October 6th 1949 at 8:30 A.M.

The First National Bank Cumberland, Maryland

THIS CHATTEL MORTGAGE, Made this 5th day of October, 1949, by and between Walter H. Reel 516 Prince George St. Cumberland of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Nine Hundred & Seventy-five & 60/100 Dollars (\$975.60) which is payable with interest at the rate of 5% per annum in 24 monthly installments of Forty & 65/100 Dollars (\$40.65) payable on the 5th day of each and every calendar month, said installments including principal and interest as evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1950 Studebaker Champion DeLuxe 4 Door Sedan Motor # 548340 Serial # G-490731

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof his, her or their assigns, which sale shall be

Compared and Mailed Delivered
To Mrs. C. H. ...
Oct 15 1949

Compared and Mailed Delivered
To Mrs. C. H. ...
Oct 15 1949

made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$--), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

H. C. Landis

Walter H. Reel (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 5th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter H. Reel the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H. C. Landis, Cashr. of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

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Mervin Wolford

Chattel Mortgage

To Filed and Recorded October 6th 1949 at 8:30 A.M.

National Discount Corporation

(Stamps \$1.10)

THIS CHATTEL MORTGAGE, Made this 28th day of September, 1949 by Mervin John Wolford Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation:

Interest	\$---
Service Charge	\$ 120.68
Insurance	\$ 20.11
Recording Fees	\$ 99.45
To Maker	\$ 3.15
.....	\$ 903.06
Total Loan	\$1146.45

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of eleven hundred forty six and forty five/100 Dollars, which said sum the said Mortgagor has agreed to repay in 23 consecutive mo. installments of forty seven and 76/100 Dollars and one installment of forty seven and 97/100 Dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1947	Nash	Brougham-5 P.	KE-24048	K-172596
1949	Mack-Trailblazer	Radio-Phono-Comb.	Ser. #233-998	Model PX5CS EM19

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor

Witness: Frances Heavner

Mervin John Wolford (Seal)
24 Depot Terrace
Frostburg, Md.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY, That on this 28th day of September in the year one thousand nine hundred and forty nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Mervin John Wolford the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared Frances Heavner Agent of the National Discount Corporation, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz,
Notary Public.

William J. Cover

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Mortgage

To Filed and Recorded October 6th 1949 at 2:30 P.M.

Bedford Milling Company

THIS PURCHASE MONEY MORTGAGE, Made this 5th day of October, in the year Nineteen Hundred and Forty-nine by and between William J. Cover, divorced, of Allegany County, in the State of Maryland, party of the first part, and Bedford Milling Company, a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, party of the second part WITNESSETH:

WHEREAS, the said party of the first part stands indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00) together with interest thereon at the rate of five (5%) per cent per annum, to be computed and payable quarterly as it accrues; all of which said indebtedness the party of the first part covenants to repay at the rate of Two Hundred Dollars (\$200.00) quarterly hereafter, plus interest accrued on the unpaid portion of said principal sum.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated, lying and being in the City of Cumberland, Allegany County, Maryland, and comprising a part of whole Lots Nos. 469 and 470 on the Plat of the "Humbird Land and Improvement Company of Cumberland, Maryland," recorded at the end of Liber No. 73 one of the Land Records of said County, and particularly described as follows:

Compared and Mailed Dated 10/18/49
To Mervin John Wolford
Oct. 18 1949

Compared and Mailed Dated 10/18/49
To Mervin John Wolford
Oct. 18 1949

CWG

BEGINNING for the same at the intersection of the Northerly side of Potomac Street with the Southeasterly side of River Avenue in said City, said point being North 51 degrees 37 minutes West 915.4 feet from an iron pin in the center of the intersection of said Potomac Street and Ella Avenue; and running thence with Potomac Street, South 53½ degrees East 109.3 feet to the line of an alley or proposed alley; thence with the line of said alley or proposed alley and parallel with Virginia Avenue, North 36½ degrees East 72½ feet to the end of the second line of that portion of the whole lot, of which this is a part, conveyed by Bedford Milling Company unto Cecil C. Edwards, et ux, by a deed dated June 17, 1948, and recorded in Liber 221, folio 74 of said Land Records; and running thence with the whole of the third line of said portion so conveyed, North 50 degrees 39 minutes West 54.1 feet to River Avenue; and with River Avenue, South 73 degrees 36 minutes West 94.5 feet to the place of beginning.

IT being the same property which was conveyed unto the said William J. Cover by deed of Bedford Milling Company, dated October 5th, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

This mortgage is given to secure part of the purchase price of the within described property and is a purchase money mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses, incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies ac-

ceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

Witness:

C. William Gilchrist

William J. Cover (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 5th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William J. Cover, divorced, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared H. Carl Deibert, President of Bedford Milling Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said H. Carl Deibert further made oath that he is the President and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Ray D. Pile et al

Chattel Mortgage

To Filed and Recorded October 6th 1949 at 2:30 P.M.

(Stamps \$4.40)

The Second National Bank of Cumberland.

THIS CHATTEL MORTGAGE, Made this 6th day of October, 1949, by and between Ray D. Pile and Jay John Pile, of Allegany County, Maryland, parties of the first part, and The Second National Bank of Cumberland a national banking corporation duly incorporated under the laws of the United States of America, and having its principal office in the City of Cumberland, Maryland, party of the second part.

WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part in the full sum of Four Thousand Dollars (\$4,000.00) payable in monthly installments of Eighty Dollars (\$80.00) each, including interest at the rate of five per cent (5%) per annum, to be computed and payable monthly, all of which indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part as and when the same shall be due and payable, beginning one month after the date hereof.

NOW, THEREFORE, this Chattel Mortgage witnesseth, that in consideration of the premises and of the sum of One Dollar (\$1.00) the said parties of the first part do hereby bargain, sell, transfer and assign unto the said party of the second part, its successors and assigns, the follow-

ing described personal property:

1 1948 GMC Truck Engine No. B228188172, Serial No. FC 253-2133
 1 1948 Mercury Sedan Engine No. 899A-2292193
 1 1948 Oldsmobile Club Coupe Engine No. 8-122580H, Serial No. 76-59265
 1 1946 1½ ton Chevrolet Truck 160" wheelbase, Serial No. 9 P4G-2122, Engine No. DEA 137232
 2 Cemetery tents, 3 Grave lowering devices, 1 Lot Cemetery Grass, 13 Hospital Beds

TOGETHER with a cement mixer, vault buggies, chain blocks, tripod, chains, and other ma-

Compared and Mailed Database
 To Registry City
 Oct 18 19 49

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagee at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagee resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagee(s).

WITNESS R. J. Gould Jr. Catherine McGraw (SEAL)
WITNESS B. E. Bittner Jeremiah Thomas McGraw (SEAL)
WITNESS _____ (SEAL)

CITY
STATE OF MARYLAND COUNTY OF Cumberland--Allegheny TO WIT:

I HEREBY CERTIFY that on this 29 day of September 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County Allegheny aforesaid, personally appeared Catherine McGraw and Jeremiah T. McGraw (Her Husband) the Mortgagee(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Ember D. Johnson
Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and aforesaid Chattel Mortgage.

WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 1 day of February, 1950.

Attest: D. W. Squires Secretary
By E. D. Johnson Attorney in Fact

2/2/50

Elmer E. Seiler et ux
Otis Wisman et ux
Filed and Recorded September 28th 1949 at 1:00 P.M. Mortgage
(Stamps \$1.10)

This Mortgage, Made this 28th day of September
in the year Nineteen Hundred and Forty-Nine, by and between
Elmer E. Seiler and Nellie S. Seiler, his wife,
of Allegheny County, in the State of Maryland
part ies of the first part, and
Otis Wisman and Elizabeth Wisman, his wife,
of Allegheny County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the parties of the second part in the full and just sum of Eleven Hundred Dollars (\$1,100.00) Dollars, which amount is this day loaned by the parties of the second part to the parties of the first part; and which sum is to be repaid at the rate of Thirty (\$30.00) Dollars each month and every month until the said amount is paid; which loan is evidenced by their promissory note of even date and tenor, and which sum is to --repaid as aforesaid, with interest at the rate of six percent per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

Elmer Seiler and Nellie S. Seiler, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
Otis Wisman and Elizabeth Wisman, his wife, their,
heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Westerly side of Oak Street in the City of Cumberland, Allegheny County, Maryland, comprising parts of lots Nos. 31 and 32 in Humbird and Weber's Addition to Cumberland, and particularly described as follows:

BEGINNING for the same on the Westerly side of Oak Street at a point distant South 19 degrees 18 minutes West 115 feet from the intersection of said side of said Street with the Southerly side of Second Street and running thence with said side of Oak Street South 19 degrees 18 minutes West 25 feet then North 70 degrees 42 minutes West 175 feet to the Easterly side of a 15 foot alley then with said alley North 19 degrees 18 minutes East 25 feet then South 70 degrees 42 minutes East 175 feet to the place of beginning.

It being the same piece or parcel of ground which was conveyed to Paul L. Lee and Nellie S. Lee, his wife, by deed dated the 2nd day of October, 1925, which said deed is recorded in Liber 151 folio 535 one of the Land Records of Allegheny County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Elmer Seiler and Nellie S. Seiler, his wife, their
heirs, executors, administrators or assigns, do and shall pay to the said
Otis Wisman and Elizabeth Wisman, his wife, their,
executor, administrator or assigns, the aforesaid sum of Eleven Hundred Dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Nailed Dated and
 To Regs 520 Center Alley
 Oct 1 1949

And it is Agreed that until default be made in the premises, the said

Elmer Seiler and Nellie S. Seiler, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Elmer Seiler and Nellie S. Seiler, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Otis Wisman and Elizabeth Wisman, his wife, their

heirs, executors, administrators and assigns, or Clarence Shutter his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Elmer Seiler and Nellie S. Seiler his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Elmer Seiler and Nellie S. Seiler his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Eleven Hundred Dollars (\$1,100.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	<u>Clarence Shutter</u>	<u>Elmer S. Seiler</u>	(Seal)
	<u>Clarence Shutter</u>	<u>Nellie S. Seiler</u>	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of September

in the year nineteen hundred and Forty-Nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer Seiler and Nellie S. Seiler, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared Otis Wisman and Elizabeth Wisman, his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

George H. Tederick
Notary Public

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Elva Cook Fries et vir

To

Filed and Recorded September 30th 1949 at 9:20 A.M.

Mortgage

Nina D. Lichtenstein

This Mortgage,

Made this 29th

day of

September

(Stamps \$2.75)

in the year Nineteen Hundred and Forty nine

Elva Cook Fries and Frank P. Fries, her husband,

of Allegheny

County, in the State of Pennsylvania

parties of the first part, and Nina D. Lichtenstein

of Allegheny

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Nina D. Lichtenstein in the full and just sum of Twenty-six Hundred (\$2,600.00) dollars, as evidenced by their joint and several promissory note of even date herewith, together with interest thereon at the rate of six (6%) per centum per annum, said interest to be computed semi-annually and payable monthly. The aforesaid sum, with interest thereon as above provided, shall be paid at the rate of forty (\$40.00) dollars per month, from which monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum of this mortgage and to the payments of which said sum or sums of money, with interest thereon as above provided, the said parties of the first part agree to pay when and as the same may be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said

Nina D. Lichtenstein, her

heirs and assigns, the following property, to-wit: FIRST: All that piece of ground described as follows: One lot or certain piece of or parcel of ground lying and being in the Village of Ellerslie, Allegany County, and State of Maryland, and known and distinguished on the plat of Cook's Second Addition to the Village of Ellerslie as Lot No. 8 of a series of lots laid by Dennis Cook and which said Lot No. 8 is described as follows:

BEGINNING at a stake planted on the east side of a street 29½ feet wide and at the end of the first line of Lot No. 7 in said Addition and running thence with said Street, South 24½ degrees West 55 feet; thence South 65½ degrees East 107½ feet to an alley 12 feet wide, and with gress North 24½ degrees East 55 feet to the end of the second line of said Lot No. 7 and reversing said line, North 65½ degrees West 107½ feet to the beginning.

SECOND: The one-half of a piece or parcel of ground shown upon the plat of Cook's second Addition to the Town of Ellerslie as Lot No. 9, said plat being filed for record February 3, 1893, and same day recorded in Liber No. 73, folio 184, one of the Land Records of Allegany County, State of Maryland, and is more fully described by the following courses and distances, to-wit:

BEGINNING on the east side of a street 29½ feet wide at the end of the first line of Lot No. 8 and running thence with said street, south 24½ degrees west 27½ feet, thence south 65½ degrees east 107½ feet to an alley 12 feet wide and with it, north 24½ degrees east 27½ feet to the end of the second line of Lot No. 8 and reversing it north 65½ degrees west 107½ feet to the beginning.

THIRD: All that lot or parcel of ground being one-half of Lot No. 9 shown upon the aforesaid plat of Cook's second Addition to the Town of Ellerslie which is more fully described as follows: to-wit: BEGINNING on the east side of a street 29½ feet wide at a point at the end of 27½ feet from the beginning of the first line of Lot No. 9 and running thence with said street, South 24½ degrees West 27½ feet to the beginning of the first line of Lot No. 10 thence South 65½ degrees East 107½ feet to an alley 12 feet wide and with it North 24½ degrees East 27½ feet to a point 27½ feet from the end of the second line of Lot No. 8 and reversing it North 65½ degrees west 107½ feet to the beginning.

BEING the same properties, an undivided one-half interest of which was conveyed to the said Elva Cook Fries by Virginia Cook Porter and James N. Porter by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this deed. The other undivided one-half interest in the above described properties having descended to the said Elva Cook Fries by the Last Wills and Testaments of her father John E. Cook, deceased, and her mother, Mary A. Cook, deceased, as by reference to said last mentioned deed will more fully appear.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said

Ok
ECF
FPF

executor, administrator or assigns, the aforesaid sum of Twenty-six hundred (\$2600.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Balanced
To Allegany Washington
Dec 4 1949

And it is Agreed that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her heirs, executors, administrators and assigns, or Clarence Lippel his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least

ok
ECP
FPF

Twenty-six hundred (\$2,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Elva Cook Fries (Seal)
S. M. Rosenthal (Seal)
as to Elva Cook Fries and Frank P. Fries (Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY
TO WIT:
Notary Public

I hereby certify, That on this 27th day of September

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the Commonwealth of Pennsylvania, in and for said County, personally appeared

Elva Cook Fries and Frank P. Fries, her husband

and they acknowledged the foregoing mortgage to be their respective act and deed;

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My Commission expires

Simon M. Rosenthal
Notary Public
My Commission Expires January 7, 1951

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George W. Lilly et ux To Filed and Recorded September 30th 1949 at 1:50 P.M. Mortgage
The First National Bank of Mount Savage, Maryland.

This Mortgage, PURCHASE MONEY, Made this 28th day of September in the year Nineteen Hundred and forty-nine, by and between

George W. Lilly and Marguerite June Lilly, his wife, of Allegany County, in the State of Maryland parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation, of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Compared and Verified
To Alice M. T. ...
Dec 4 19 49

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Thirteen Hundred Fifty Dollars (\$1,350.00) as evidenced by the joint and several promissory note of the parties of the first part for said amount of money payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

the following property, to-wit: All that lot, piece or parcel of ground lying and being on the South side of the Mount Savage State Road, in Allegany County, Maryland, and more particularly described as follows: BEGINNING for the same at a point on the Mount Savage State Road, it being the beginning of the property conveyed by Charles E. Emerick and wife to John A. Emerick by deed dated July 16, 1902, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 90, folio 524, said beginning being also the end of the third line of the property conveyed by David Brailer to George W. Lancaster by deed dated March 1, 1922, and recorded among the aforesaid Land Records in Deed Liber No. 141, folio 576, and running thence with the first line of the said John A. Emerick deed, but reversing the third line of the said Brailer deed, as corrected, South 29 degrees 00 minutes East 112-8/10 feet to the line of condemnation of the Cumberland and Pennsylvania Railroad, and with it North 55 degrees 45 minutes East 40-3/10 feet, thence North 29 degrees 00 minutes West 108-2/10 feet to the fourth and last line of the aforesaid mentioned deed from Charles E. Emerick to John A. Emerick thence with the remaining part of the said fourth line, South 62 degrees 00 minutes West 40 feet to the place of beginning.

IT BEING the same property conveyed by Earl Seese and Ruth E. Seese, his wife, to George W. Lilly and Marguerite June Lilly, his wife, by deed dated the 28th day of September, 1949 and to be recorded among the Land Records of Allegany County, Maryland; said deed though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure a part of the purchase price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors and assigns, the aforesaid sum of Thirteen Hundred Fifty Dollars (\$1,350.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~Matthew J. Mullaney, its~~ or Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, a, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirteen Hundred and Fifty Dollars (\$1,350.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its ~~lien~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest
 Mary T. Reagan _____
 Georgia W. Lilly _____ (Seal)
 Marguerite June Lilly _____ (Seal)
 _____ (Seal)
 _____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Lilly and Marguerite June Lilly his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) _____
 Mary T. Reagan
 Notary Public

Earsel L. Perry et ux
 To Filed and Recorded September 30th 1949 at 11:55 A.M. Mortgage
 The Second National Bank of Cumberland, Maryland (Stamps \$8.80)

This Mortgage, Made this 30th day of September
 in the year Nineteen Hundred and Forty-Nine, by and between
 Earsel L. Perry and Catherine E. Perry, his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
 party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Eight Thousand Dollars (\$8000.00) this day loaned to the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in payments of not less than Eighty-five Dollars (\$85.00) per month said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~assigns~~ assigns, the following property, to-wit: All those four (4) lots or parcels of land lying and being in the Mapleside Addition to the City of Cumberland, Allegany County, Maryland, as follows:

Lot No. 103 of said Mapleside Addition, together with a small parcel of land on Oldtown Road adjoining said Lot No. 103, which were conveyed to the parties of the first part by Marion Catherine Bealky (Widow) by deed dated June 16, 1945, and recorded among the Land Records of Allegany County in Liber No. 203, folio 342.

Also Lots Nos. 104 and 105 of said Mapleside Addition which were conveyed to the parties of the first part by Marion Catherine Bealky (Widow), by deed dated June 14, 1946, and recorded in Liber No. 209, folio 421, of said Land Records.

Reference to both of said deed being hereby made for a more particular description by metes and bounds of the properties herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or~~ or assigns, the aforesaid sum of Eight Thousand (\$8,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
 To Judge C. J. ... 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eight Thousand (\$8,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest	Angela W. McClure	Earsel L. Perry	(Seal)
	Angela W. McClure	Catherine E. Perry	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 30th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Earsel L. Perry and Catherine E. Perry, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joseph F. Stakem
Notary Public

Walter F. Files Sr. et ux
To Filed and Recorded September 30th 1949 at 11:00 A.M. Mortgage
Irving Kenneth Wigfield et ux

This Mortgage, Made this 29th day of September in the year Nineteen Hundred and Forty Nine, by and between Walter F. Files, Sr., and Ida V. Files, his wife, of Allegany County, in the State of Maryland parties of the first part, and Irving Kenneth Wigfield and Naomi Virginia Wigfield his wife of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Irving Kenneth Wigfield and Naomi Virginia Wigfield his wife, as tenants by the entireties in the full and just sum of Five Hundred and Twenty Six Dollars and Fifty Five Cents (\$526.55) payable on or before three years after date with interest at the rate of 3% per annum, payable and calculated quarterly, and in monthly payments on the principal after the first year of not less than \$25.00.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Southwesterly side of the Oldtown Road, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

Beginning at a hub set in the Southwest side of Oldtown Road 197.5 feet in a Northwesterly direction from the intersection of the Southwest side of Oldtown Road with the Northwest side of Maple Street, and running with the Southwest side of Oldtown Road South 61 degrees 21 minutes East 97.5 feet to a hub; then South 29 degrees 30 minutes West 212 feet parallel to Maple Street along lots belonging to Anna Snyder, Jesse Martin and Estate of Levin Martin to a hub; then North 60 degrees 30 minutes West 110 feet at right angles to Maple Street to a hub; then North 32 degrees 56 minutes East 211.1 feet to the beginning. Resurveyed February 1946.

Being the same property conveyed by the said Irving Kenneth Wigfield et ux to the said Walter F. Files Sr., et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Five Hundred and Twenty Six Dollars and Fifty Five Cents (\$526.55) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
 to W. W. Mosner, City Clerk
 Oct 1 19 49

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Hundred (\$500.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s.

Attest	Ina E. Hughes	Walter F. Files Sr.	(Seal)
	Ina E. Hughes	Ida V. Files	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 29th day of September

in the year nineteen hundred and Forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Walter F. Files Sr. and Ida V. Files his wife

and --- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Irving Kenneth Wigfield and Naomi Virginia Wigfield his wife the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Ina E. Hughes
Notary Public

William L. Pratt et ux
Robert Maybury et al To Filed and Recorded September 30th 1949 at 11:30 A.M. Mortgage

This Mortgage,

Made this -- day of September
PURCHASE MONEY
in the year Nineteen Hundred and Forty Nine
by and between
William L. Pratt and Betty Jane Pratt, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Robert Maybury and Heber Poland

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part in the full sum of Two Hundred Dollars (\$200.00) as evidenced by the Promissory Note of even date herewith of the said parties of the first part for the sum of Two Hundred Dollars (\$200.00) payable on demand unto the order of the said parties of the second part with interest at the rate of Six Percent (6%) per annum, and

WHEREAS, the said parties of the first part agree to execute this Mortgage for the purpose of securing the aforesaid note, and

WHEREAS, the aforesaid sum of money is borrowed for the purpose of purchasing the hereinafter described property and therefore this is a Purchase Money Mortgage

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All of that parcel lot of ground known as Lot No. Forty Four (44) as laid out on the Plat of Morrison's Third Addition to the Town of Westernport in Allegany County, Maryland, beginning for the same on the West side of Wood Street at a peg on the North East corner of Lot No. 43, and thence running with the West side of Wood Street North 18 degrees West 72 feet to the Southeast corner of Lot No. 45, thence South 72 degrees West 120 feet to the East side of Walnut Alley, thence South 2 1/2 degrees West 20 feet to the North West corner of Lot No. 43, thence South 87 1/2 degrees East 135 feet to the place of beginning. Being the same property as conveyed unto the said parties of the first part herein by Ralph E. McIntyre et ux by deed of even date herewith, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage and being also the same property as conveyed unto the said Ralph E. McIntyre, et ux by Mary E. Shultice et al, by deed dated September 6, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 217, Folio 610.

RESERVING HOWEVER, from this conveyance all of the coal and other minerals and all of the oil and gas underlying said land hereby conveyed as formerly reserved by former owners in prior deeds.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrator or assigns, the aforesaid sum of Two Hundred Dollars (\$200.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed, Registered, Filed
To City of Baltimore
with Clerk of the Court
Sept. 30, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth, Jr.

William L. Pratt (Seal)

Betty June Pratt (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 22nd day of September

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William L. Pratt and Betty Jane Pratt, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Robert Maybury and Heber Poland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan Notary Public

Laura G. Conrad To Filed and Recorded September 30th 1949 at 3:00 P.M. Mortgage
The Second National Bank of Cumberland, Maryland
This Mortgage, Made this 30th day of September (Stamps \$2.75)
in the year Nineteen Hundred and Forty-nine

Laura G. Conrad, widow,
of Allegany County, in the State of Maryland
party of the first part, and The Second National Bank of Cumberland, Maryland, a corporation created and existing under and by virtue of the laws of the United States of America,

of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted unto the party of the second part in the full and just sum of Twenty-six Hundred Dollars (\$2600.00) with interest thereon at the rate of five per cent. per annum, said principal debt and interest to be paid to the party of the second part in monthly instalments of Thirty-five Dollars (\$35.00) each, the first of which instalments shall become due and payable on October 30th and the remaining instalments monthly thereafter on the 30th day of each and every month until such time as said principal debt and interest accrued thereon shall have been fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and

assigns, the following property, to-wit:

All that lot or parcel of ground situate, lying and being on the Westerly side of Yale Street in or near the City of Cumberland, Allegany County, Maryland, which is known and designated as Lot Number Two (2) Block "N" on the plat of the Bellevue Addition to the City of Cumberland, Maryland, and recorded in Plat Case Box 21, of the Land Records of Allegany County, Maryland, and which is particularly described as follows:

Beginning for the same at a point on the Westerly side of Yale Street at the end of the first line of Lot Number One (1) Block "N" in said Addition, and running thence with the Westerly side of Yale Street, North 32 1/2 degrees East 50 feet, thence at right angles to said Street, North 57 1/2 degrees West 110 feet to a ten (10) foot alley, and with it South 32 1/2 degrees West 50 feet to the end of the second line of Lot Number One (1) Block "N" then reversing said second line, South 57 1/2 degrees East 110 feet to the place of beginning.

It being the same property which was conveyed to Monroe Conrad and Laura G. Conrad his wife, by deed dated May 25, 1927, and recorded in Liber No. 155, folio 377, one of the Land Records of Allegany County, said property having descended by operation of law to Laura G. Conrad upon the death of her husband in 1946.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of Twenty-six Hundred Dollars (\$2600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

To Note City with
Cumberland Md. 10/1/49

And it is Agreed that until default be made in the premises, the said _____ party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William A. Gunter its _____ or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Angela W. McClure

Laura G. Conrad (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 30th day of September

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Laura G. Conrad, widow

and _____ acknowledged the aforesaid mortgage to be her act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The

Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and further made oath that he is the President of the Second National Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

(Notarial Seal)

Joseph F. Stakem

Notary Public

Edgar W. Beckman et ux To Filed and Recorded October 3rd 1949 at 2:30 P.M. Mortgage

Howard W. Broadwater et ux

This Mortgage, Made this 3rd day of October

PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine

Edgar W. Beckman and Bernice M. Beckman, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Howard W. Broadwater and Viola V. Broadwater, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the parties of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, same being balance due on the purchase price of the property herein conveyed, which by deed of even date was conveyed by the parties of the second part to the parties of the first part, and which principal sum of \$1,000.00 is to be paid in payments of not less than Thirty (30.00) Dollars per month, without interest; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly under the amount of principal is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of land lying in District No. 29 of Allegany County, Maryland, being part of lot known as No. 7 as laid out by Albert H. Macy, and described as follows:

BEGINNING at a point 60 feet distant on the front or Easterly line from the Northeasterly corner of the whole property which was conveyed to the parties of the second part by Albert H. Macy et ux by deed dated November 6, 1936, and recorded among the Land Records of Allegany County in Liber No. 173, folio 690, and continuing with said line and parallel and distant 13 feet from the right-of-way of the Cumberland and Pennsylvania Railroad Eckhart Branch, a distance of 90 feet to the end of the first line of the lot conveyed to the parties of the second part by Albert H. Macy, et ux by deed dated January 28, 1944, and recorded among said Land Records in Liber No. 198, folio 381, thence by a straight line in an Easterly direction and parallel to the second line of the first herein mentioned lot, recorded in Liber No. 173, folio 690, a distance of 225 feet more or less to the right-of-way of the Georges Creek Railroad, and with said right-of-way in a Northerly direction 90 feet thence by a line again parallel with the last above mentioned line of the deed recorded in Liber No. 173, folio 690, in a Westerly direction 220, more or less, to the point of beginning.

BEING the same property which by deed of even date was conveyed to the parties of the first part by the parties of the second part, which deed is to be recorded among the Land Records of Allegany County with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, water's, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrators or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

To Notary for 414 Rt. 5 Clarksburg Md. 10-5-49

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or William M. Somerville his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest

Mabel Boor as to both

Edgar W. Beckman (Seal)

Bernice M. Beckman (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 3rd day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edgar W. Beckman and Bernice M. Beckman his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Howard W. Broadwater, one of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mabel Boor

Notary Public

Arthur Hollie et ux

To

Filed and Recorded October 4th 1949 at 9:50 A.M.

Mortgage

Thomas L. White

This Mortgage,

Made this twentieth day of September

in the year Nineteen Hundred and forty nine

, by and between Hollie Arthur and Wanda Arthur, husband and wife,

of Westernport, Allegany County, in the State of Maryland

parties of the first part, and Thomas L. White

of Westernport, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of \$1950.00 for money due and owing being the balance of the purchase price of the hereinafter described lands, which debt is evidenced by the promissory note of said parties of the first part, of even date herewith, payable to the order of said party of the second part with interest at 4%, at the rate of not less than \$50.00 monthly after date, at The Citizens National Bank of Westernport, Maryland.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following property, to-wit:

All that certain parcel of ground known as lot No. 5 in Morrison's Second Addition to the town of Westernport, in Allegany County, Maryland, and described as the first parcel in deed from Thomas L. White et ux to the parties of the first part herein, said deed being of even date herewith and to be recorded among the land records of Allegany County, Maryland at the time of the recording of this purchase money mortgage. Also that certain parcel of land situated immediately across the Street from said first parcel and fronting 50 feet on West side of said Street and extending back, the same width throughout a distance of 65 feet. Being conveyed and described in said deed from Thomas L. White et ux to be recorded as aforesaid.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of nineteen hundred and fifty dollars (\$1950.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Reg. W. Westernport Md. Sta.
Oct. 11 1949

And it is Agreed that until default be made in the premises, the said _____ parties of the first part, their heirs and assigns _____

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____ parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____ party of the second part, his _____

heirs, executors, administrators and assigns, or _____ Horace P. Whitworth his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their _____ representatives, heirs or assigns.

And the said parties of the first part _____ further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his _____ assigns, the improvements on the hereby mortgaged land to the amount of at least _____

nineteen hundred and fifty _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his _____ heirs or assigns, to the extent of his or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest _____ Hollie D. Arthur (Seal)
 _____ Wanda Arthur (Seal)
 _____ (Seal)
 _____ (Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this _____ twentieth day of _____ September _____

in the year nineteen hundred and _____ forty nine _____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared _____ Hollie Arthur and Wanda Arthur, husband and wife,

and each _____ acknowledged the foregoing mortgage to be their voluntary _____ act and deed; and at the same time before me also personally appeared _____ Thomas L. White _____

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) _____ Jas. A. Welsh, Jr. _____
 Notary Public

Joseph D. Shober et al To _____ Filed and Recorded October 5th 1949 at 11:15 A.M. Mortgage

George L. Deal To _____
This Mortgage, Made this _____ 1st _____ day of _____ October _____
 PURCHASE MONEY
 in the year Nineteen Hundred and _____ forty-nine _____, by and between
 Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont, (widow)
 of _____ Allegany _____ County, in the State of _____ Maryland _____
 parties of the first part, and _____
 George L. Deal
 of _____ Allegany _____ County, in the State of _____ Maryland _____
 party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said George L. Deal in the full and just sum of twenty-eight hundred (\$2,800.00) dollars as evidenced by their joint and several promissory note of even date herewith, together with interest thereon at the rate of five (5%) per centum per annum, said interest to be computed quarter-annually and payable monthly. The aforesaid principal sum, with interest thereon as above provided, shall be paid at the rate of twenty-five (\$25.00) dollars per month, from which monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum of this mortgage and to the payments of which said sum or sums of money, with interest thereon as above provided, the said parties of the first part agree to pay when and as the same may be due and payable.

This mortgage is a purchase money mortgage given to secure in part the purchase price of the property hereinafter described.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part _____

do _____ give, grant, bargain and sell, convey, release and confirm unto the said _____ George L. Deal, his _____

heirs and assigns, the following property, to-wit: All that lot situated in Allegany County and State of Maryland and known as Lot Number Sixty (60) of a suburban development known as "Forest Glen" situated on the National Pike about four miles west of the City of Cumberland, Maryland, said Lot Number Sixty being described as follows, to-wit:

BEGINNING at a point on the South side of Holly Avenue at the end of the first line of Lot Number Fifty-nine, it being distant along the curve of Holly Avenue, eastwardly two hundred feet from the Southeast corner of Holly and Avondale Avenue, and running thence with the curve of Holly Avenue (radius 1460 feet), as referred to the Magnetic Meridian in the year 1921, about South sixty-five degrees thirty-two minutes East forty feet to the end of the fourth line of Lot Number Sixty-one; thence with the said line reversed and radially to the curve, South twenty-three degrees forty-one minutes West one hundred fifty feet to the side of a sixteen foot alley; thence with the curve of said alley (radius 1610) about North sixty-five degrees thirty-two minutes West forty-four and eleven hundredths feet to the end of the second line of Lot Number Fifty-nine; thence with the said line reversed and radially to the curve, North twenty-five degrees fifteen minutes East one hundred fifty feet to the place of beginning. All distances are horizontal.

BEING the same property conveyed to the said parties of the first part by John G. Buckley and Pattie M. Buckley, his wife, by deed of even date herewith and to be recorded at the time of recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their _____ heirs, executors, administrators or assigns, do and shall pay to the said _____ party of the second part, his _____ executor, administrator or assigns, the aforesaid sum of twenty-eight hundred (\$2,800.00) dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their _____ part to be performed, then this mortgage shall be void.

Compared and Notarially Witnessed
 To Mortgage 18 Dec 7 1949
 Dec 11 1949

And it is Agreed that until default be made in the premises, the said
parties of the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his
heirs, executors, administrators and assigns, or Clarence Lippel
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said
parties of the first part, their
heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, s, their
representatives, heirs or assigns.

And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or his representatives or
assigns, the improvements on the hereby mortgaged land to the amount of at least
Twenty-eight hundred Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent
of -- their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest
Joseph D. Shober (Seal)
Betty June Beachy (Seal)
Mary M. Shober (Seal)
Mary C. Mont (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont (widow)

and they acknowledged the foregoing mortgage to be their respective act and deed; and
at the same time before me also personally appeared George L. Deal

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Betty June Beachy
Notary Public

#####

Marguerite B. Simmons
To
Filed and Recorded September 30th 1949 at 8:30 A.M.
Cumberland Finance Corporation
Chattel Mortgage

THIS CHATTEL MORTGAGE, Made this 28 day of Sept. 1949
by Marguerite B. Simmons

of the City of 404 Walnut St., Cumb. Md.
County of
State of Maryland, hereinafter called "Mortgagor," to CUMBERLAND FINANCE CORPORATION
a duly organized,

40 Pershing Street, Cumberland, Maryland, hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Five Hundred Twenty Four 78/100 Dollars
(\$ 524.78), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which
amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell
unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. Street
City of in said County of in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings,
linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the
Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in 404 Walnut St.
Cumb. Md.
Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Ply	P12	1941	P12-143024	11192936	C1b Coupe

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its
regular place of business the aforesaid sum of Five hundred Twenty Four 78/100 Dollars,

(\$ 524.78) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in
12 successive monthly installments as follows: 11 installments of \$ 43.73

each; 1 installments of \$ 43.74 each; installments of \$ each;

installments of \$ each; payable on the 28 of each month beginning on the 28 day of

Oct., 1949 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned

are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 31.99; and

service charges, in advance, in the amount of \$ 20.79. In event of default in the payment of this contract or any

installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in

the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is
no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle
from the state of Maryland or said other mortgaged personal property from the above described premises without consent in
writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and
inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure

insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in

an amount agreeable to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims

thereof, shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims

thereof, shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims

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thereof, shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Clarence Lippel his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his representatives or

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest
 Joseph D. Shober (Seal)
 Betty Juna Beachy (Seal)
 Mary M. Shober (Seal)
 Mary C. Mont (Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 1st day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph D. Shober and Mary M. Shober, his wife, and Mary C. Mont (widow)

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared George L. Deal

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Betty Juna Beachy
 Notary Public

Marguerite B. Simmons

To

Filed and Recorded September 30th 1949 at 8:30 A.M.

Chattel Mortgage

Cumberland Finance Corporation

THIS CHATTEL MORTGAGE, Made this 28 day of Sept 1949 by Marguerite B. Simmons

of the City of 404 Walnut St, Cumb. Md.

State of Maryland, hereinafter called "Mortgagor," to CUMBERLAND FINANCE CORPORATION

solely as mortgagee.

40 Pershing Street, Cumberland, Maryland

hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Five Hundred Twenty Four 78/100 Dollars (\$ 524.78), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. _____ Street in said City of _____, in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in 404 Walnut St. Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Ply	P12	1941	P12-143024	11192936	C1b Coupe

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Five hundred Twenty Four 78/100 Dollars, (\$ 524.78) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in

12 successive monthly installments as follows: 11 installments of \$ 43.73 each; 1 installments of \$ 43.74 each; installments of \$ _____ each; installments of \$ _____ each; payable on the 28 of each month beginning on the 28 day of Oct 1949 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 31.99; and service charges, in advance, in the amount of \$ 20.79. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagor may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

Compared with Notarial Seal
 To Mgr City
 1949

Eugene J. Burns
To Filed and Recorded October 6th 1949 at 1:00 P.M.
The Liberty Trust Company, Cumberland, Maryland.

Chattel Mortgage

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 3rd day of October, 1949, by and between Eugene J. Burns

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Three Hundred Seventy-One Dollars and 34/100 payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Hudson Club Coupe Motor # 491-59534 Serial # 491-59534

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Eugene J. Burns shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid described a vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Eugene J. Burns his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 3rd day of October 1949,
Thos J McNamee Eugene J. Burns (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 3rd day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Eugene J. Burns

the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J McNamee
Notary Public

Helen B. Assif
To Filed and Recorded October 5th 1949 at 3:00 P.M. Mortgage

Frank L. Byrd et ux
This Mortgage, Made this 5th day of October (Stamps \$7.15)

in the year Nineteen Hundred and Forty-nine, by and between Helen B. Assif (widow)

of Allegany County, in the State of Maryland
parties of the first part, and Frank L. Byrd and Mary E. Byrd his wife

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said Helen B. Assif (Widow) stands indebted unto Frank L. Byrd, and Mary E. Byrd, his wife, in the just and full sum of (\$6754.90) Six Thousand Seven Hundred Fifty-four Dollars and ninety cents; payable one year after date, with interest from date at the rate of five per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of Fifty-Dollars (\$50.00) per month, which said amount is to include interest at the rate of five per cent per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Helen B. Assif (Widow)

does give, grant, bargain and sell, convey, release and confirm unto the said

Frank L. Byrd and Mary E. Byrd, his wife, their heirs and assigns, the following property, to-wit: All that Lot, piece or parcel of ground known as Lot No. 1, Bowling Green Tenth Addition (sometimes known as Bowling Green Gardens) in Allegany County, Maryland, (plat of which Addition is recorded among the Land Records of Allegany County) and more particularly described as follows, to wit:

LOT NO. 1. Beginning for the same at the southwesterly corner of the tract of land known as Bowling Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany County, Maryland, and running thence with the McMullen Boulevard North 20 degrees 30 minutes West 280 feet, North 17 degrees 40 minutes West 80 feet, North 14 degrees 40 minutes West 80 feet, North 11 degrees 20 minutes West 80 feet, North 8 degrees 40 minutes West 80 feet, thence reversing part of said line South 8 degrees 40 minutes East 50 feet thence North 81 degrees 20 minutes East 120 feet, thence North 8 degrees 40 minutes West 37.2 feet to Walnut Street, and thence with Walnut Street South 82 degrees 40 minutes West 120.03 feet to the said point of intersection with McMullen Boulevard.

It being the same property which was conveyed to Thomas A. Assif and Helen B. Assif, his wife by Lulu L. Long (Widow of T. Walter Long) by deed dated the 9th day of December, 1942 and recorded in Liber 195 folio 41, one of the Land Records of Allegany County, Maryland.

SECOND. All that lot, piece or parcel of ground known as Lot No. 2 Bowling Green Tenth Addition (sometimes known as Bowling Green Gardens) in Allegany County, Maryland, (a plat of which Addition is recorded among the Land Records of Allegany County) and more particularly described as follows, to wit:

Beginning for the same at the Southwesterly corner of the tract of land known as Bowling Green First and Second Addition, a plat of which is recorded among the Land Records of Allegany County, Maryland, and running thence with the McMullen Boulevard North 20 degrees 30 minutes West 280 feet, North 17 degrees 40 minutes West 80 feet, North 14 degrees 40 minutes West eighty feet, North 11 degrees 20 minutes West 80 feet to the place of beginning for the said Lot No. 2, thence South 8 degrees 40 minutes East 40 feet, thence North 80 degrees East 120-3/100 feet to an alley and with said alley North 8 degrees 40 minutes West 37 2/10 feet to the end of the second line of Lot No. 1, and with said line reversed South 81 degrees 20 minutes West 120 feet to the beginning.

It being the same property which was conveyed to Thomas A. Assif and Helen B. Assif his wife by Lulu L. Long (Widow of T. Walter Long), by deed dated the tenth day of August 1943 and recorded in Liber 197 folio 77 one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said Helen B. Assif (Widow) heirs, executors, administrators or assigns, do and shall pay to the said Frank L. Byrd and Mary E. Byrd, his wife, their

executors, administrators or assigns, the aforesaid sum of Six Thousand Seven Hundred Seventy-eight dollars and thirty-two cents (\$6778.32) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary R. J. McNamee
Oct 12 1949

Compared and Mailed Delivered
To Notary R. J. McNamee
Oct 12 1949

And it is Agreed that until default be made in the premises, the said
Helen B. Assif (Widow)

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Helen B. Assif (Widow)

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Frank L. Byrd and Mary E. Byrd, his wife, their

heirs, executors, administrators and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Helen B. Assif (Widow) her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Helen B. Assif (Widow)

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Ethel McCarty Helen B. Assif (Widow) (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 5th day of October

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Helen B. Assif (Widow)

and acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Frank L. Byrd one of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty

Notary Public

Roger H. Norris, et ux To Filed and Recorded October 6th 1949 at 11:15 A.M. Mortgage
The Second National Bank of Cumberland

This Mortgage, Made this 1st day of October
PURCHASE MONEY, in the year Nineteen Hundred and Forty Nine

, by and between Roger H. Norris and Wilma G. Norris, his wife,

of Allegany County, in the State of Maryland parties of the first part, and The Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars to be repaid with interest at the rate of 4 per cent per annum on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$36.99 monthly, said monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed, Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one instalment, or One Hundred Dollars (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roger H. Norris and Wilma G. Norris, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors

heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying in Election District No. 23 in Cumberland, Allegany County, Maryland, on the westerly side of Dryer Avenue, known and designated as Lots Nos. 140 and 141 on the Plat of Welch Home Second Addition recorded in Liber 120, Folio 31, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as follows, to wit:

Beginning for the same at a peg on the westerly side of Dryer Avenue at the end of a line drawn South 52 degrees 40 minutes East 12 feet from the end of the second line of Lot No. 123 in said addition, and running then with Dryer Avenue South 52 degrees 40 minutes East 50 feet, then South 37 degrees 20 minutes West 130 feet to a 15 ft. alley, then with said alley North 52 degrees 40 minutes West 50 feet to a 12 ft. alley, and then with said alley North 37 degrees 20 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert A. Knisley et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Roger H. Norris and Wilma G. Norris, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors,

or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary Oct 18 1949

And it is Agreed that until default be made in the premises, the said _____

Roger H. Norris and Wilma G. Norris, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Roger H. Norris and Wilma G. Norris, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

The Second National Bank of Cumberland, its successors,

~~do hereby constitute~~ and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

Roger H. Norris and Wilma G. Norris, his wife, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their _____ representatives, heirs or assigns.

And the said Roger H. Norris and Wilma G. Norris, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or _____ its _____

assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Five Thousand (\$5,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagors

Attest	Harry I. Stegmaier	_____	Roger H. Norris	_____	(Seal)
	Harry I. Stegmaier	_____	Wilma G. Norris	_____	(Seal)
		_____		_____	(Seal)
		_____		_____	(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this _____ 1st _____ day of _____ October _____

in the year nineteen hundred and _____ forty nine _____, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Roger H. Norris and Wilma G. Norris, his wife,

and _____ they _____ acknowledged the foregoing mortgage to be _____ their _____ act and deed; and at the same time before me also personally appeared Joseph M. Naughton President of The Second National Bank of Cumberland, a national banking corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

_____ Carl F. Schmutz

Notary Public

M. J. Coury
To _____
Filed and Recorded October 7th 1949 at 9:40 A.M.

Mortgage

Joseph Catuar
This Mortgage, Made this _____ Sixth _____ day of _____ October _____
Purchasing Money in the year Nineteen Hundred and _____ forty nine _____, by and between

Mansour J. Coury, widower,

of _____ Westernport, Allegany _____ County, in the State of _____ Maryland _____
part _____ y of the first part, and _____ Joseph Catuar _____

of _____ Westernport, Allegany _____ County, in the State of _____ Maryland _____
part _____ y of the second part, WITNESSETH:

Whereas, The said party of the first part has this day become an endorser upon the promissory note of Joseph G. Coury and Rose T. Coury, which note is of even date herewith, payable to the order of Joseph Catuar, in the sum of fifty five hundred dollars (\$5500.00) at the rate of not less than three hundred dollars each six months after date, and with interest at 5% per annum, at The Citizens National Bank of Westernport, Maryland; And Whereas, it was under stood and agreed between the parties hereto that this mortgage should be given by the said endorser, party of the first part herein to indemnify and save harmless the said party of the second part from a failure of the makers to pay said note according to its terms, and to otherwise secure the performance on the part of said party of the first part herein of his obligations as endorser of said note, in the matter of settlement thereof in case of default by the makers, The said note being for the purchase price of property purchased by the said Joseph G. Coury and Rose T. Coury,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____ party of the first part _____

does _____ give, grant, bargain and sell, convey, release and confirm unto the said _____ party of the second part herein his _____

heirs and assigns, the following property, to-wit: All that certain lot of ground in the town of Westernport, Allegany County, Maryland, known and numbered on the plat of Hammond's Addition thereto as Lot Number four (No. 4) and fronting 50 feet on Front Street and extending back 130 feet along with Johnson Street and being the same property which was conveyed unto the said party of the first part herein by deed from George Ellis and Mary Ellis, dated April 7, 1921, and of record among the land records of Allegany County, Maryland, in Liber No. 136 Folio 262.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ party of the first part, his _____

heirs, executors, administrators or assigns, do and shall pay to the said _____

party of the second part, his _____

executors, administrators or assigns, the aforesaid sum of fifty five hundred dollars in accordance with his promise and under taking as endorser of said promissory note, and in every respect keep harmless the holder thereof in the matter of full payment to the principal and interest/ the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered Kez 20
To M. J. Coury Westernport, Md.
Dec 18 1949

And it is Agreed that until default be made in the premises, the said party of the first part, his heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Horace P. Whitworth his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part, his heirs and assigns

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

M J Coury (Seal)

H. P. Whitworth (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this Sixth day of October

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Mansour J. Coury

and did acknowledged the foregoing mortgage to be his voluntary act and deed; and at the same time before me also personally appeared Joseph Catuar

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid. (Notarial Seal)

Jas. A. Welsh, Jr. Notary Public

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Liguori J. Kelly et ux To Citizens National Bank of Westernport, Maryland Mortgage (Stamps \$2.75)

This Mortgage, Made this twenty-second day of September in the year Nineteen Hundred and forty nine, by and between Liguori J. Kelly and Margaret Kelly, husband and wife,

of Westernport, Allegany County, in the State of Maryland parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation organized under the National Banking Laws of The United States of America.

of Westernport, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty five hundred dollars (\$2500.00) for money lent, and which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland, And whereas, it was understood and agreed prior to the lending of said money and the giving of said note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that certain real estate situated on the North side of Church Street in Westernport, Allegany County, Maryland, which was conveyed unto the said Liguori J. Kelly by deed of September 8, 1932 and of record among the land records of Allegany County, Maryland, in Liber No. 168 Folio 335. To which deed recorded as aforesaid a reference is hereby made for a definite and particular description of said property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of twenty five hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Judge Westernport Md. Oct 11 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns

the improvements on the hereby mortgaged land to the amount of at least

Twenty five hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

Richard H. Whitworth

Liguori J. Kelly (Seal)

Margaret Kelly (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty-second day of September

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Liguori J. Kelly and Margaret Kelly, husband and wife

and each acknowledged the foregoing mortgage to their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon the president of The Citizens National Bank of Westernport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Earl H. Smith et ux

To

Filed and Recorded October 7th 1949 at 2:45 P.M.

Mortgage

William H. Emerick

This Mortgage,

Made this 7th day of October

(Stamps \$1.10)

in the year Nineteen Hundred and Forty-nine

, by and between

Earl H. Smith and Izola R. Smith, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and William H. Emerick

of Allegany

County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said William H. Emerick in the full and just sum of thirteen hundred thirty-seven and 88/100 (\$1,337.88) dollars, as evidenced by their joint and several promissory note of even date herewith, payable one year after date, which said sum of money with interest thereon at the rate of six per centum per annum, payable quarter-annually, the said parties of the first part agree to pay when and as the same may become due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

William H. Emerick his

heirs and assigns, the following property, to-wit: All of that certain lot or parcel of ground in Cook's Third Addition to Ellerlie, Allegany County, Maryland, described as follows:

LOT NO. 2: BEGINNING on the north side of Bottom Street at the end of the first line of Lot No. 1, and running thence with said Street North 76-5/6 degrees West 50 feet then North 13-1/4 degrees East 120 feet to Second Alley and with it South 76-5/6 degrees East 50 feet to the end of the second line of Lot No. 1, and reversing it South 13-1/4 degrees West 120 feet to the beginning.

BEING the same property conveyed to the said Earl H. Smith and Izola R. Smith his wife by Vincent G. Umstot and others by deed dated the 14th day of December, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, folio 710, a reference to which said deed is hereby particularly made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, their

executor, administrator or assigns, the aforesaid sum of thirteen hundred thirty-seven and 88/100 (\$1,337.88) dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: William H. Emerick
Oct 11 1949

And it is Agreed that until default be made in the premises, the said _____
parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____ party of the second part, his

heirs, executors, administrators and assigns, or Clarence Lippel his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said _____ parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Fourteen hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor's.

Attest _____ Earl H. Smith (Seal)

_____ Betty June Beachy _____ Izola R. Smith (Seal)

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this _____ 7th day of _____ October

in the year nineteen hundred and _____ forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared _____ Earl H. Smith and Izola R. Smith his wife,

and they _____ acknowledged the foregoing mortgage to be _____ their respective act and deed; and at the same time before me also personally appeared _____ William H. Emerick

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) _____ Betty June Beachy
Notary Public

Arnold W. Ballard et ux
To William L. Reinhart
Filed and Recorded October 8th 1949 at 10:25 A.M. Mortgage
(Stamps \$.55)

This Mortgage, Made this _____ 7th day of _____ October
in the year Nineteen Hundred and _____ forty-nine, by and between
Arnold W. Ballard and Margaret A. Ballard, his wife,
of _____ Allegany County, in the State of _____ Maryland
parties of the first part, and _____ William L. Reinhart

of _____ Allegany County, in the State of _____ Maryland
parties of the second part, WITNESSETH:

Whereas, Arnold W. Ballard and Margaret A. Ballard, his wife, are indebted unto the said William L. Reinhart in the full and just sum of Eight Hundred Dollars (\$800.00) payable five years after date with interest thereon at the rate of five per cent (5%) per annum, payable semi-annually, and which said sum is evidenced by a promissory note of the said Arnold W. Ballard and Margaret A. Ballard, his wife, payable to the order of William L. Reinhart and is of even date and tenor herewith, and which said indebtedness, together with interest thereon, the said parties of the first part covenant to pay when and as the same shall become due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: FIRST: All that lot, piece or parcel of ground situate, lying and being in the Cumberland Development Company's Ridgedale Addition to the City of Cumberland, in Allegany County, Maryland, the same being parts of Lots No. 22, 23, 24, and 25 of Block No. 1 of The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, Maryland, and being more particularly described as follows, to-wit: Being known and designated as Lot "C" on the Subdivision of Lots 21 to 25 inclusive, Block 1, Ridgedale Addition to the City of Cumberland, a plat of said subdivision being recorded among the Land Records of Allegany County, Maryland.

BEGINNING for the same on Thompson Avenue, at a point North 80 degrees 10 minutes West 63 feet from the intersection of the Northerly side of Thompson Avenue, with the Westerly side of Echo Alley, and running thence with the said Northerly side of Thompson Avenue, North 80 degrees 10 minutes West 36 feet, thence North 32 degrees 10 minutes East and parallel to said Echo Alley 108.6 feet, more or less, to a twelve foot private alley, thence with said alley, South 57 degrees 50 minutes East 33.3 feet, thence South 32 degrees 10 minutes West 94.9 feet, more or less, to the beginning.

It being the same property conveyed to the parties of the first part by Matthew J. Mullaney and Anna A. Mullaney, his wife, by deed dated May 9, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, folio 339.

SECOND: All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 117 in Fifth Addition Bowling Green, situate along the Oldriver Road, now called McMullen Boulevard a Plat of which said Addition is recorded among the Land Records of Allegany County, said lot being described as follows:

BEGINNING at a point on the Southerly side of Long Avenue (as shown on said Plat) at the division line between Lot No. 117 and 118, and running thence South 69 degrees 21 minutes West 40 feet to an alley, thence South 20 degrees 39 minutes East 120 feet to an alley, thence North 69 degrees 21 minutes East 40 feet, thence North 20 degrees 39 minutes West 120 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Don D. Dickinson and Mary Thelma Dickinson, his wife, by deed dated September 26, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 189 folio 17.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said _____ party of the second part, his

executor, administrator or assigns, the aforesaid sum of Eight Hundred Dollars (\$800.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mrs. W.L. Reinhart
Oct 11 1949

And it is Agreed that until default be made in the premises, the said _____ parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____ parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____ party of the second part, his

heirs, executors, administrators and assigns, or Matthew J. Mullaney his _____ ~~heirs, executors, administrators and assigns, or~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____ parties of the first part, their

_____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their _____ representatives, heirs or assigns.

And the said parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or _____ his heirs or _____ assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Eight Hundred and no/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee _____ his _____ heirs or assigns, to the extent of _____ his or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee _____, or the mortgagee _____ may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the heads and seals of said mortgagor s

Attest _____ Arnold W. Ballard (Seal)
James Reinhart _____ Margaret A. Ballard (Seal)
 _____ (Seal)
 _____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this _____ 7th _____ day of _____ October

in the year nineteen hundred and _____ forty-nine _____, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Arnold W. Ballard and Margaret A. Ballard, his wife,

and _____ they _____ acknowledged the foregoing mortgage to be _____ their _____ act and deed; and at the same time before me also personally appeared M. J. Reinhart Agent and attorney-in-fact for

the within named mortgagee _____ and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath _____ in due form of law that he is the agent and attorney-in-fact for the within mortgagee and is duly authorized to _____ WITNESS my hand and Notarial Seal the day and year aforesaid. make this affidavit.
 (Notarial Seal)

Elizabeth Philson
 Notary Public

Albert Luther Fletcher et ux
 To _____ Filed and Recorded October 8th 1949 at 10:25 A.M. Mortgage
 William L. Reinhart

This Mortgage,

Made this _____ 4th _____ day of _____ October _____ in the year Nineteen Hundred and _____ forty-nine _____, by and between

Albert Luther Fletcher and Jane D. Fletcher, his wife,

of _____ Allegany _____ County, in the State of _____ Maryland _____ part ies _____ of the first part, and _____ William L. Reinhart _____

of _____ Allegany _____ County, in the State of _____ Maryland _____ part y _____ of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said party of the second part in the full and just sum of Thirty One Hundred and Fifty Dollars (\$3,150.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of five per cent (5%) per annum, adjustable quarterly, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

And the said parties of the first part covenant and agree to pay to the party of the second part on account of the aforesaid principal and interest the sum of not less than Thirty five dollars (\$35.00) per month.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do _____ give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: All that lot or parcel of ground and premises situated in the City of Cumberland, Allegany County, Maryland, and described as Lot No. 78 as shown on "Amended Plat of Properties of The Cumberland Homes Company, Inc., Kelly-Springfield Tire Company et al" dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 84, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of Gephart Drive at the beginning being also distant 375 feet measured in an easterly direction along the Northerly side of said Gephart Drive from its intersection with the Northerly side of Widdedale Avenue and running thence with the Northerly side of Gephart Drive North 34 degrees 12 minutes East 40 feet; thence at right angles to said Gephart Drive North 55 degrees 48 minutes West 83.15 feet to the southerly side of a 10 foot alley, thence with the southerly side of said alley, South 29 degrees 45 minutes West 40.1 feet to intersect a line drawn North 55 degrees 48 minutes West from the place of beginning, thence reversing the said intersecting line, South 55 degrees 48 minutes East 80 feet to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by Jack Hendricks and Carol G. Hendricks, his wife, by deed dated the 28th day of September, 1949; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure a part of the purchase price for the property herein described and conveyed; said deed is to be filed for record among the Land Records of Allegany County, Maryland at the same time as the recordation of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, water's, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ parties of the first part, their _____ heirs, executors, administrators or assigns, do and shall pay to the said _____

William L. Reinhart, his _____

executor _____, administrator _____ or assigns, the aforesaid sum of Thirty one hundred and fifty dollars (\$3,150.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered 11/14/49
 To M. J. Reinhart & Company, Inc.
 Dec 13 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Matthew J. Mullaney his, ~~heirs, executors~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty one hundred and fifty dollars (\$3,150.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

James Reinhart

Albert Luther Fletcher (Seal)

Jane D. Fletcher (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 4th day of October

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Albert Luther Fletcher and Jane D. Fletcher, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared M. D. Reinhart, agent and attorney-in-fact- for William L. Reinhart,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said M. D. Reinhart further made oath in due form of law that he is the agent and attorney-in-fact for the said William L. Reinhart and WITNESS my hand and Notarial Seal the day and year aforesaid. is duly authorized to make this affidavit and has personal knowledge of the matters herein contained.

(Notarial Seal)

Elizabeth Philson
Notary Public

Floyd E. Shepherd et ux
To
The Second National Bank of Cumberland, Maryland
Filed and recorded October 11th 1949 at 11:45 A.M.
Mortgage
(Stamps \$ 2.20)

This Mortgage, Made this 7th day of October
in the year Nineteen Hundred and Forty-Nine, by and between
Floyd E. Shepherd and Frances E. Shepherd, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and The Second National Bank of Cumberland, Maryland, a
banking corporation duly incorporated under the laws of the United States,
of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-Six Hundred and Fifty Dollars (\$2650.00) for money this day loaned the parties of the first part by the party of the second part as part of the purchase price of the hereinafter described property, and which said principal sum of Twenty-Six Hundred and Fifty Dollars (\$2650.00) together with interest at the rate of Five Per Centum (5%) Per Annum, the parties of the first part agree to repay within ten (10) years in payments of not less than Thirty Dollars (\$30.00) per month, said payments to apply first to interest and the balance to principal. The first of said monthly payments to be due one (1) month from the date hereof and to continue monthly until the full amount of the principal and interest is paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All those lots or parcels of ground situated in Election District No. 7 in Allegany County, Maryland, and known as Lots Nos. 26, 27 and 28 on the plat of the Skiptondale Addition as surveyed by Leander Schaidt for Carl Schmutz on April 12, 1929, and more particularly described as one parcel as follows:

BEGINNING for the same on the Southerly side of McMullen Highway, South 26 degrees 25 minutes West 500 feet from the intersection of the Southerly side of said McMullen Highway and the Westerly side of Skipton Lane, and running thence with the division line between Lots Nos. 25 and 26, South 43 degrees 35 minutes East 200 feet to the North side of a 15 foot alley, thence with the Northerly side of said alley, South 46 degrees 25 minutes West 150 feet to a point on the division line between Lots Nos. 28 and 29, thence with said division line North 43 degrees 35 minutes West 200 feet to the Southerly side of McMullen Highway, thence with the Southerly side of said McMullen Highway North 26 degrees 25 minutes East 150 feet to the place of beginning.

IT BEING the same property which was conveyed unto the parties of the first part by two deeds from Carl F. Schmutz and Esther C. Schmutz, his wife, the first dated October 30, 1939, and the second by deed of even date herewith and recorded among the Land Records of Allegany County, Maryland, immediately preceding the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of Twenty-Six Hundred and Fifty Dollars (\$2650.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary Public
Oct 18 1949

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Six Hundred and Fifty (\$2650.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest	James Alfred Avirett	Floyd E. Shepherd	(Seal)
	James Alfred Avirett	Frances E. Shepherd	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 7th day of October

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Floyd E. Shepherd and Frances E. Shepherd his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President and Cashier of The Second National Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Ethel McCarty
Notary Public

#####

Thurza Gertrude Marshall et al
To
Ory J. Curry et ux
Filed and Recorded October 11 1949 at 9:20 A.M. Mortgage

This Mortgage, Made this 10th day of October
PURCHASE MONEY
in the year Nineteen Hundred and Forty-Nine

Thurza Gertrude Marshall, unmarried, and Franklin Lee Spear, divorced

of Allegany County, in the State of Maryland
parties of the first part, and Ory J. Curry and Mary E. Curry his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part as is evidenced by their joint and several promissory note of even date, made payable within ten years after date to the order of the parties of the second part in the sum of \$6500.00 together with interest thereon at the rate of five per cent (5%) per annum, interest being calculated and payable semi-annually as it accrues; which note requires the payment of the minimum sum of \$250.00 or more on account of the principal debt at the end of each six months' period hereafter in addition to interest as aforesaid until the entire indebtedness of \$6500.00 is paid in full with interest within the time as above limited.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thurza Gertrude Marshall and Franklin Lee Spear,

do give, grant, bargain and sell, convey, release and confirm unto the said Ory J. Curry and Mary E. Curry, his wife, their

heirs and assigns, the following property, to-wit: All that piece or parcel of ground situated on the South side of Rose Hill Avenue, in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nos. 43 and 44 of Block No. 7, in the Rose Hill Addition to Cumberland, which said lot or parcel of ground is more particularly described as follows:

BEGINNING for the same on the South side of Rose Hill Avenue at the end of 20 feet on the first line of said Lot No. 44 and running thence with the South side of Rose Hill Avenue, North 82 degrees 35 minutes West 32.5 feet; then South 7 degrees 25 minutes West 100 feet to an alley 12 feet wide; then with said alley, South 82 degrees 35 minutes East 32.5 feet; then North 7 degrees 25 minutes East 100 feet to the place of beginning. The property hereby conveyed being 12.5 front feet of the Eastern half of Lot No. 43 and 20 front feet of Lot No. 44 adjoining Lot No. 43, all running back 100 feet.

This being the same property which was conveyed by Ory J. Curry and Mary E. Curry, his wife, unto the said Thurza Gertrude Marshall and Franklin Lee Spear, by deed of even date and recorded simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a dwelling house known as 506 Rose Hill Avenue, Cumberland, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Thurza Gertrude Marshall and Franklin Lee Spear, their heirs, executors, administrators or assigns, do and shall pay to the said Ory J. Curry and Mary E. Curry his wife, their

executors, administrators or assigns, the aforesaid sum of Sixty-Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed this 11th day of October 1949
To J. I. Richards City Clk

And it is Agreed that until default be made in the premises, the said
Thurza Gertrude Marshall and Franklin Lee Spear

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Thurza Gertrude Marshall and Franklin Lee Spear hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Ory J. Curry and Mary E. Curry his wife, their

heirs, executors, administrators and assigns, or Thomas Lohr Richaris his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Thurza Gertrude Marshall and Franklin Lee Spear, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Thurza Gertrude Marshall and Franklin Lee Spear

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixty-Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Attest	Joan B. Ghost	Thurza Gertrude Marshall	(Seal)
	Joan B. Ghost	Franklin L. Spear	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of October

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thurza Gertrude Marshall, unmarried and Franklin Lee Spear, divorced,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Ory J. Curry and Mary E. Curry his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)
My Commission expires May 7, 1951. Joan B. Ghost
Notary Public

F. Helene Goodfellow
To
The Second National Bank of Cumberland
Filed and Recorded October 13th 1949 at 2:20 P.M.
Mortgage
(Stamps \$5.50)

This Mortgage, Made this 5th day of October
in the year Nineteen Hundred and Forty Nine
F. Helene Goodfellow (widow), by and between

of Allegany County, in the State of Maryland
party of the first part, and The Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,
of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars to be repaid with interest at the rate of 5% per annum, computed monthly on unpaid balances, said principal and interest to be amortized by the payment of at least Sixty (\$60.00) Dollars monthly, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment to be applied first to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said F. Helene Goodfellow

does give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors

and assigns, the following property, to-wit: All those lots, pieces or parcels of ground lying and being on the southerly side of the National Highway, LaVale, Allegany County, Maryland, known and designated as Lot No. 25 and part of Lot No. 26 in the National Highway Addition, a plat of which said addition is recorded in Liber 1 Folio 41, of the Plat Books of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit: Beginning for the same on the southerly side of the National Highway as widened to 110 feet at the end of the first line of Lot No. 24 in said addition, and running then with said highway North 42 degrees 20 minutes East 150 feet, then South 47 degrees 40 minutes East 185 feet to the third line of a deed from F. Helene Goodfellow et al to Wilbur R. Mock et ux dated August 10, 1948, which is recorded in Liber 221 Folio 609, one of the Land Records of Allegany County, Maryland, then with part of said third line reversed South 42 degrees 20 minutes West 33 feet, then with the second line of said Mock deed reversed South 47 degrees 40 minutes East 90 feet to the northerly side of Braddock Street, then with said street, South 42 degrees 20 minutes West 117 feet to the end of the second line of Lot No. 24 in said addition, and then with said line reversed North 47 degrees 40 minutes West 275 feet to the place of beginning.

Being the same property conveyed to D. P. Miller by the Allegany County Improvement Company by deed dated June 2, 1917, which is recorded in Liber 124, Folio 182, one of the Land records of Allegany County Maryland, and being one of the properties which was devised unto the party of the first part by the Will of D. P. Miller which is recorded in Liber 4, Folio 472, one of the Wills Records of Allegany County, Maryland.

Subject however to the lease from D. Clifford Goodfellow, Attorney, to the Cumberland & Allegany Gas Company dated May 16, 1947, which is recorded in Liber 215 Folio 555, one of the Land Records of Allegany County, Maryland, on a 20 ft. square parcel of land located at the south-westly corner of said Lot No. 25 which is used for a regulator station.

Together with the buildings and improvements thereon, and the rights, roads, ways, water's, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said F. Helene Goodfellow, her heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors,

or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Allegany City
Oct 18 1949

And it is Agreed that until default be made in the premises, the said

F. Helene Goodfellow

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

F. Helene Goodfellow

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors,

~~and assigns, or Harry I. Stegmaier~~ and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

F. Helene Goodfellow her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said F. Helene Goodfellow

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

J. H. Mosner

F. Helene Goodfellow (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland.

Alleghany County, to wit:

I hereby certify, That on this 5th day of October

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared F. Helene Goodfellow (widow)

and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edith Holder

Notary Public

Brooke C. Atkinson

Chattel Mortgage

To

Filed and Recorded October 5, 1949 at 8:30 A.M.

Personal Finance Company

Loan No. 525, Final Due Date October 4, 1950

Mortgagee: Personal Finance Company of Cumberland
Room 200, Liberty Trust Co. Building, Cumberland, Md.

Date of Mortgage October 4, 1949
Actual amount of Loan \$179.17

Brooke C. Atkinson
508 Baltimore Ave.
Cumberland, Md.

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 11 successive monthly instalments of \$18.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 4th day of November 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said mortgagee, its successors and assigns, the personal property described below in schedule marked "A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof and without notice or demand, render the entire unpaid balance of the principal thereof and accrued interest thereon at one due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor:-

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said mortgagee and authorizes said mortgagee to pay for mortgagor's account the following items:

Present Balance \$-----
Total Disbursements \$179.17
Cash Balance \$179.17

TO HAVE AND TO HOLD' all and singular, the said personal property unto said mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, that if mortgagor shall well and truly pay the said loan unto the said mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THE MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee shall be deemed to include any successors or assigns of mortgagee.

IN TESTIMONY WHEREOF, witness the hands and seals of said mortgagors)

Brooke C. Atkinson (Seal)

Witness: Edith M. Wigg

Witness: C.L. Coughenour

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of mortgagee, its successor and assigns, to mortgagor; after such possession under the terms hereof, mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated. Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified, to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is a greed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hands and seals of said mortgagors.

Witness: E.F. Hoban

Delphia M. Crider (Seal)

Witness: B.E. Bittner

William A. Crider (Seal)

STATE OF MARYLAND COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 5 day of October, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Crider, Delphia M. & William A. (her husband) the mortgagors named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared E.F. Hoban, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage

is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson Notary Public

dddddddddddddddddddd

Jay John Pile et ux et al

Mortgage

To Filed and Recorded October 6th 1949 at 2:30 P.M.

The Second National Bank of Cumberland

(Stamps \$6.60)

THIS MORTGAGE, Made this 6th day of October, in the year Nineteen Hundred and Forty-Nine by and between Jay John Pile and Winifred Pile, his wife, and Ray Donald Pile and Mary H. Pile, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Second National Bank of Cumberland, a national banking corporation incorporated under the laws of the United States of America, and having its principal office in the City of Cumberland, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the party of the second part in the full sum of Six Thousand Dollars (\$6,000.00) payable ten years after date together with interest thereon at the rate of five per cent (5%) per annum, to be computed and payable monthly; all of which indebtedness together with interest as aforesaid, the parties of the first part covenant and agree to pay in monthly installments of not less than Sixty-five Dollars (\$65.00) each, including interest, beginning one month after the date hereof, and monthly thereafter until the same shall have been fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland, (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of land situated in or near Cresaptown, Allegany County, Maryland, the same being part of the tract or parcel of land partly inherited by the said Ellen T. McKenzie and the remaining interests in which were conveyed to her by John Thompson, et al, by deed dated December 4, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, folio 623, described as follows:

BEGINNING for the same at a stake which lies South 71 degrees 20 minutes 40 seconds East four hundred fifteen and nineteen hundredths feet (415.19 ft.) from a concrete monument at the northwest corner of the whole tract; thence South 47 degrees 05 minutes 50 seconds West one hundred seventy-five feet (175 ft.) to a stake; thence South 42 degrees 51 minutes 30 seconds East eight hundred sixteen and three-tenths feet (816.30 ft.) to a stake in the northwest side of the right-of-way of the McMullen Highway; thence with the said right-of-way bound North 52 degrees 01 minute 20 seconds East thirty-five and fifty-eight hundredths feet (35.58) to a stake;

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To Judge City
Oct 11 1949

thence North 47 degrees 05 minutes 50 seconds East one hundred eighty-nine and twenty-six hundredths feet (189.26 ft.) to a stake; thence North 44 degrees 00 minutes 30 seconds East seventy-five and sixteen hundredths feet (75.16 ft.) to a stake; thence leaving the said right-of-way bound North 51 degrees 44 minutes 20 seconds West eight hundred fifteen and thirteen hundredths feet (815.13 ft.) to the beginning.

IT being the same property which was conveyed by Ellen T. McKenzie, widow, to Jay John Pile and Ray Donald Pile by deed dated May 6, 1949, and duly recorded among the Land Records of Allegany County, Maryland, in Deeds Liber 225, folio 86.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Six Thousand Dollars (\$6,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers, thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: J. H. Mosner
J. H. Mosner
J. H. Mosner
J. H. Mosner

Jay John Pile (Seal)
Winifred R. Pile (Seal)
Ray D. Pile (Seal)
Mary H. Pile (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jay John Pile and Winifred Pile, his wife, and Ray Donald Pile and Mary H. Pile his wife, and each acknowledged the aforesaid mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Joseph M. Naughton further made oath that he is the President of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Lloyd S. McNeil

Chattel Mortgage

To Filed and Recorded October 7th 1949 at 8:30 A.M.

The First National Bank Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 6th day of October, 1949 by and between Lloyd S. McNeil 718 Shawnee Ave., Cumberland, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Thirteen Hundred & Eighty-six & 60/100 Dollars (\$1386.60) which is payable with interest at the rate of 5% per annum in 20 monthly installments of Sixty-nine & 33/100 dollars (\$69.33) payable on the 6th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1949 Chevrolet - 5 passenger Coupe Motor # GAN 354464 Serial # 14 GK-I 84406

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell

Compared and Mailed Delivered
To Mortgagee
Oct 11 1949

dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$---) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: H.C. Landis

Lloyd S. McNeil (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 6th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Lloyd S. McNeil the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H.C. Landis Cashr of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage, is true and bona fide as therein set forth; and the said H.C. Landis in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A.A. Helmick, Notary Public.

My Commission Expires May 7, 1951.

John Arthur Retallick et ux

To Filed and Recorded October 7th 1949 at 11:30 A.M.

Mortgage

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.75)

THIS MORTGAGE, Made this 6th day of October, in the year nineteen hundred and forty-nine, by and between John Arthur Retallick and Edith G. Retallick, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said John Arthur Retallick and Edith G. Retallick, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John Arthur Retallick and Edith G. Retallick, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of real estate known as Lot No. 7 in Coughlin's Addition to Midland, Allegany County, Maryland, and contained within the following courses and distances, to wit:

Beginning at the Northeast corner of Lot No. 6 and running South 38 degrees 15 minutes East 62 feet, South 33 degrees East 76 feet, South 5 degrees 45 minutes East 92.5 feet South 15 degrees 45 minutes West 196 feet North 65 degrees West 324 feet, North 15 degrees 15 minutes West 69.2 feet, North 55 degrees 15 minutes East 320 feet to the beginning, containing about two acres.

It being the same property which was conveyed unto the said Mortgagors by John Retallick et ux, by deed dated December 28, 1936, and recorded in Liber 176, folio 500, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed

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that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James Park

John Arthur Retallick (Seal)

Edith G. Retallick (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TOWIT:

I HEREBY CERTIFY that on this 6th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared John Arthur Retallick and Edith G. Retallick, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fides therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Wilson L. Bradley et ux

Mortgage

To Filed and Recorded October 7th 1949 at 11:30 A.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$ 2.20)

THIS MORTGAGE, Made this 30th day of September in the year nineteen hundred and forty-nine, by and between Wilson L. Bradley and Eva M. Bradley, his wife, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Wilson L. Bradley and Eva M. Bradley, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata, quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Wilson L. Bradley and Eva M. Bradley his wife, does hereby bargain and sell, give, grant, convey, transfer assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground, being in the Town of Lonaconing, in Allegany County, Maryland, and particularly described as follows:

That certain lot or parcel of land situated on Douglas Avenue in Lonaconing, Maryland described in a deed from Isaac Bradburn and wife to Elizabeth L. Love dated July 5, 1904, and recorded in Liber No. 95 folio 317 of the Land Records of Allegany County, Maryland, and particularly described as beginning at a stone marked S plus B, planted on the northerly side of Douglas Avenue, it being the end of a line of division made between Isaac Bradburn and others and Sarah Sloan and others, by deed dated August 10, 1891, and recorded among the Land Records of Allegany County, in Liber T. L. No. 71, folio 1, and running thence with Douglas Avenue, North 38-1/4 degrees West 54-6/10 feet to a stake; thence North 50-3/4 degrees East 249 feet to the first line of a lot conveyed by the Georges Creek Coal and Iron Company to John Bradburn by deed dated April 7, 1891, and recorded among said Land Records in Liber T. L. No. 70, folio 96; and with said first line reversed, South 39-1/4 degrees East 42 feet to a stake standing on the northerly side of Koontz Run, South 70-1/2 degrees West 21 feet from a letter "T" cut on a gum tree, said point being the end of the second line of a lot conveyed by the said Georges Creek Coal and Iron Company to Sarah Sloan et al, by deed dated December 21, 1889, and recorded among said Land Records in Liber T. L. No. 67, folio 494, it being also the beginning of the line of division aforesaid, thence with said division line, South 48-1/4 degrees West 120-1/4 feet to a stone, thence South 47-1/4 degrees West 130-3/4 feet to the beginning.

Compared and Mailed Dated
To Judge of the Court
On 10/8/49

IT being the same property which was conveyed unto the said Mortgagors by Horace P. Whitworth and Morgan C. Harris, Trustees, by deed dated November 23, 1943, and recorded in Liber 198 folio 103, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgaged debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Dollars, (\$2,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim

hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.
ATTEST: James Park

Wilson L. Bradley (Seal)
Eva M. Bradley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of September in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Wilson L. Bradley and Eva M. Bradley, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have herto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

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Alfred A. Davis To Filed and Recorded October 7th 1949 at 11:30 A.M. Mortgage
The Liberty Trust Company, Cumberland, Maryland (Stamps \$1.10)

THIS MORTGAGE, Made this 5th day of October in the year nineteen hundred and forty-nine by and between Alfred A. Davis, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland of the second part hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said Alfred A. Davis, unmarried, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Alfred A. Davis, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situate and lying in the Town of Midland, in Allegany County, Maryland, which was conveyed to Henry Thomas and Caroline Thomas, his wife, by John M. Egan, by deed dated November 29, 1902, and recorded among the Land Records of Allegany County, in

Compared and Mailed Delivered
To Judge - City
Oct 11 19 49

Liber No. 92 folio 138, described as follows, to wit:

Beginning at a post 355 feet from the intersection of Union Street and the Cumberland and Pennsylvania Railroad limit on the East side of said Railroad, and running thence North 62 degrees East 59 feet to the corner of the lot sold to P. J. Cavanaugh by John M. Eagan and Ann Jane Eagan, his wife, and thence along and parallel with said lot 114 feet thence to parallel the first line reversed 59 feet, thence in a straight line to the beginning. A plat of which is recorded among the Land Records of Allegany County in Liber No. 99, folio 267.

It being the same property which was conveyed unto the said Mortgagor by Thomas Lloyd et ux by deed dated November 9, 1931, and recorded in Liber 168, folio 588, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ^{ways} waters privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor his heirs executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James Park

Alfred A. Davis (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 5th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Alfred A. Davis, unmarried, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal) *Mortgage Release*
 I, James Park, Notary Public,
 do hereby certify that the within and foregoing mortgage, witnessed the signature
 of said The Liberty Trust Company of Cumberland, Maryland, by Charles A.
 Piper, its President, and its corporate seal, duly attested by its Assistant
 Secretary, this 23rd day of July, 1950
 Attest: R. W. Smith, Assistant Secretary. By: Charles A. Piper, President.
 (Corporate Seal) 1/23/50

LaVale Volunteer Fire Department, Incorporated

Mortgage

To Filed and Recorded October 7th 1949 at 12:15 P.M.

(Stamps \$16.50)

The First National Bank of Cumberland
 THIS MORTGAGE, Made this 6th day of October, 1949, by and between LaVale Volunteer Fire Department, Incorporated, a corporation, duly organized under the laws of the State of Maryland party of the first part, and The First National Bank of Cumberland, a national bank, duly created and organized under the banking laws of the United States, party of the second part WITNESSETH:
 WHEREAS it is necessary for the corporate objects and purposes of the first party that it shall borrow the sum of fifteen thousand (\$15,000.00) dollars from the second party and the second party is about to loan the said sum to the first party upon the terms and conditions hereinafter set forth for a period of one year at four (4%) per cent interest per annum from date, payable quarterly and in order to secure the prompt payment of the said indebtedness as and when the same shall become due and payable, these presents are now executed; and
 WHEREAS, at a meeting of the Trustees of the first party, duly called and held on the 13th day of September, 1949, the said Trustees passed the following resolution:
 "WHEREAS, LaVale Fire Department, Inc., is engaged in erecting an addition to the present fire hall and has insufficient funds to complete the same; and

Compared and Mailed Baltimore
 To Mt. Airy
 Oct 18 1949

"WHEREAS, The First National Bank of Cumberland, a national banking corporation with its principal office located in Cumberland, Maryland, has offered to advance the sum of Fifteen Thousand Dollars (\$15,000.00) to the corporation to provide funds for the completion of the erection of said addition and for its other corporate purposes, provided that the said loan be secured by a mortgage on the property of the corporation; and

"WHEREAS, the Trustees of the corporation believe that the said loan secured by mortgage as aforesaid would be to the best interest and advantage of the corporation.

"NOW, THEREFORE, BE IT RESOLVED: That the corporation borrow the sum of Fifteen Thousand Dollars (\$15,000.00) from The First National Bank of Cumberland, Maryland, said loan to bear interest at the rate of four percent (4%) per annum, payable Quarterly, the same to be secured, by a first mortgage on the property of the corporation.

" FURTHER RESOLVED, That the President be, and he is hereby directed to call a special meeting of all the members of the corporation, to be held on the 27th day of September, 1949, at eight o'clock P.M. at the Fire Hall, for the purpose of considering and acting upon the proposal to borrow the aforesaid Fifteen Thousand Dollars (\$15,000.00) from The First National Bank of Cumberland upon the aforesaid terms and to give a mortgage on the property of the corporation securing the same.

"AND BE IT FURTHER RESOLVED, That upon the approval of the execution of the aforesaid mortgage by a majority of the members at the meeting to be held on September 27, 1949, the officers of the corporation be, and they are hereby directed to borrow the said money from The First National Bank of Cumberland and to execute a note therefor, as requested by said Bank, and to further affix the corporation's name and seal to a mortgage covering all property of the corporation and deliver the same to said Bank as security for said loan;" and

WHEREAS acting in pursuance of said resolution, the Secretary of the first party gave due notice as required by law to each and all of the members of the first party that a meeting would be held at the Fire Hall of the first party, in LaVale, Allegany County, Maryland, on September 27, 1949, at eight o'clock, P.M., for the purpose of acting upon said resolution, which notice is as follows:

" NOTICE IS HEREBY GIVEN that a special meeting of the members of LaVale Volunteer Fire Department, Incorporated, will be held at the Fire Hall in LaVale, Maryland, on September 27, 1949, at 8:00 o'clock P.M. for the following purposes:

"(a) To consider and act upon the proposal to borrow the sum of \$15,000.00 from The First National Bank of Cumberland, re-payable one year from date with interest at 4% per annum, and to be secured by a first mortgage on the property of the Company, which said mortgage loan has been recommended and declared advisable by the Trustees for the completion of the present addition to the property of the Company.

"(b) To consider and act upon the proposal to authorize the officers of the Company to execute a mortgage on all the Company property to secure the aforesaid loan.

"(c) To consider any other business which may properly come before said meeting.

"By order of the Board of Trustees;" and

WHEREAS, at the said meeting, duly called as aforesaid, the resolution of the said Trustees of the first party was duly adopted by a majority of all of the members of the said first party, and the said first party and its proper officers are fully authorized to execute this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That in order to secure the payment of the principal sum of Fifteen thousand (\$15,000.00) dollars and interest thereon, as aforesaid, the LaVale Volunteer Fire Department, Incorporated, party of the first part, in consideration of the premises does hereby grant, bargain, sell, release convey, assign and transfer and set over unto The First National Bank of Cumberland

party of the second part, its successors and assigns, all the following described real and personal estate of the first part, located in LaVale, Allegany County, Maryland:

All that lot, piece or parcel of land, situate, lying and being along the Northwestern side of the National Highway about three miles westward from the City of Cumberland, in Allegany County, State of Maryland, and being part of the old James Clark Distilling Company's property, and which said part is described as follows, to-wit:

BEGINNING for the same at a point along the Northwestern side of aforesaid National Highway at the end of 317-3/10 feet on the first line of that part of the James Clark Distilling Company's property which was conveyed in a deed from Alice Deal, et al, to Louis F. Fechheimer dated July 20, 1933, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 169, folio 650, and running thence with the first line thereof, it being along and with the Northwestern side of said National Highway, south 32 degrees 35 minutes West 165 feet to the end thereof, being marked by an Iron Pin, thence with part of the second line thereof, it being at right angles to the Northwestern side of the National Highway and along and with the Northeasterly line of Lot No. 10 of a series of lots laid out along the Northwestern side of the National Pike and shown on a plat filed among the aforesaid Land Records in Plat Box No. 124 North 57 degrees 25 minutes West 78 1/2 feet to the southeasterly right-of-way limits of the Eckhart Branch of the Cumberland and Pennsylvania Railroad Company, and running thence with the said right-of-way limits, as recently established by an agreement between the said Cumberland and Pennsylvania Railroad Company and the James Clark Distilling Company, North 28 degrees 00 minutes East 90 feet, North 67 degrees 25 minutes West 6-15/100 feet, North 32 degrees 35 minutes East 50 feet, south 57 degrees 25 minutes East 5 feet, North 32 degrees 35 minutes East 25 feet to intersect a line drawn North 57 degrees 25 minutes West from the place of beginning, thence reversing said intersecting line, south 57 degrees 25 minutes East 87 feet to the place of beginning.

All courses refer to the Magnetic Meridian of 1921, and all measurements are horizontal.

Being the same property which was conveyed to the first party by Paul Heymann and Carrye B. Heymann, his wife, by deed dated the first day of November, 1937, and duly recorded among the Land Records of Allegany County, Maryland, in Liber 179, folio 312.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors or assigns, does and shall pay to the party of the second part its successors or assigns, the aforesaid sum of Fifteen thousand (\$15,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured, including such future advances as

may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, its successors or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen thousand (\$15,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF the LaVale Volunteer Fire Department, Incorporated, has caused its corporate name to be signed hereto by its President and its corporate seal to be affixed by its Secretary the day and year aforesaid.

(CORPORATE SEAL) LAVALE VOLUNTEER FIRE DEPARTMENT, INCORPORATED
Attest: Cromwell C. Newbower, Secretary By Elmer C. Lancaster, President

STATE OF MARYLAND
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on the 6th day of October, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elmer C. Lancaster, President of the LaVale Volunteer Fire Department, Incorporated, a corporation, the mortgagor in the foregoing mortgage and did acknowledge the said mortgage to be the act and deed of the LaVale Volunteer Fire Department, Incorporated; and, at the same time before me also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My commission expires May 7, 1951.

A. A. Helmick, Notary Public.

Irvin G. Herman et ux

To Filed and Recorded October 7th 1949 at 12:35 P.M.

Mortgage

John W. Herman

(Stamps \$3.30)

THIS MORTGAGE, Made this -- day of October, in the year one thousand nine hundred and forty-nine by and between Irvin G. Herman and Inez M. Herman his wife, of Allegany County, State of Maryland, of the first part, and John W. Herman of Garrett County, State of Maryland of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of Three Thousand (\$3,000.00) as is evidenced by their joint and several promissory note of even date herewith, under seal, payable to the order of the said party of the second part five years after date, with interest at the rate of 5% per annum, payable semi-annually, the said note having been given for money this day loaned by the said party of the second part to the said parties of the first part;

AND WHEREAS, it was a condition precedent to the lending of the said sum of money that this mortgage lien should be given on all of the hereinafter described real estate for the express purpose of more fully securing the prompt payment of the said note and the interest thereon as and when the same shall become due and payable according to the words and tenor of said note;

Now, Therefore, In consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All of the following described real estate, situated in the town of Westernport, Allegany County Maryland, and consisting of that part of Lots Nos. 219 and 220 laid off on the plat of Hammond's Addition to Westernport, a front 100 feet on the West side of Walnut Street and extends back the same width throughout along with Rock Street, a distance of 100 feet and being the same property which was conveyed to the said parties of the first part by Elva Dixon and Edward R. Dixon her husband, by deed dated the 28th day of October, 1946 and duly recorded in Liber No. 212, folio 147, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, That if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator, or assigns, the aforesaid sum of Three Thousand Dollars, together with the interest thereon as and when the same shall become due and payable and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said John W. Herman his heirs, executors, administrators and assigns, or his or their duly constituted attorney or agent is hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which terms shall be cash and the pro-

Compared and Mailed Delivered
To W. H. C. Capper, Notary Public
Oct. 11, 1949

ceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten per cent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, his heirs, or assigns the improvements on the hereby mortgaged land, to the amount of at least Three Thousand dollars, and cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, successors or assigns, to the extent of its or their lien or claim thereunder and to place such policy or policies forthwith, in possession of the mortgagee, otherwise said party of the second part may at his option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors and assigns of the respective parties hereto.

Witness the hands and seals of said mortgagors.

Attest: Marshall H. Timbrook
 Marshall H. Timbrook
 Irvin G. Herman (Seal)
 Inez M. Herman (Seal)

STATE OF MARYLAND, MINERAL COUNTY TO WIT:

I HEREBY CERTIFY That on this 7th day of October in the year one thousand nine hundred and forty nine before me, the subscriber, a Notary Public of the State of W.Va. in and for said county, personally appeared Irvin G. Herman and Inez M. Herman, his wife and each acknowledged the foregoing mortgage to be their act. And at the same time, before me, also personally appeared John W. Herman the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

(Notarial Seal)

My Commission Expires Dec. 3rd, 1956.

R. C. Hudson
 Notary Public.

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Elmer E. Flanagan, Sr.

To

Filed and Recorded October 6th 1949 at 1:00 P.M.

Chattel Mortgage

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 30th day of September, 1949, by and between Elmer E. Flanagan Sr.

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of One Thousand Two Hundred Nine Dollars and 50/100 (\$1209.50) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Chevrolet 2 Door Sedan Motor # GAM 347906 Serial # 14GJI 28266

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Elmer E. Flanagan, Sr. shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Elmer E. Flanagan, Sr. his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 30th day of September 1949.
 Elmer E. Flanagan Sr. (SEAL)
 Thos J McNamee

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 30th day of September 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Elmer E. Flanagan, Sr. the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
 (Notarial Seal)

Thos J McNamee
 Notary Public

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And in case said Mortgagor shall neglect or refuse to pay said taxes as aforesaid, or permit said goods or chattels to be damaged, injured or depreciated, then said Mortgagee may at said Mortgagee's option pay all such taxes and assessments aforesaid, repair any damage or injuries and restore any depreciation; and all sums of money thus expended are hereby secured by these presents and shall be repayable upon demand from said Mortgagor to said Mortgagee, and may be retained by said Mortgagee from the proceeds of the sale of said goods and chattels herein authorized.

In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said goods and chattels or on any other property of Mortgagor or if a petition under the Bankruptcy Act or any Amendment thereof shall be filed by or against said Mortgagor or if said Mortgagor shall make an assignment for the benefit of his creditors, or if said Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft, or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecure, or shall choose so to do, then upon the happening of said contingencies or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payable, and said Mortgagee at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said property might be, and take possession of and remove said property, and all equipment, accessories, or repairs thereon, which shall be considered a component part thereof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said goods and chattels, including reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said property shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the deficiency.

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor's heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagee, said Mortgagee's heirs, personal representatives, successors and assigns.

The above described goods and chattels when not in use will be stored at _____
Private

Public Garage located at _____ Street _____ Eckhart City Maryland State

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this 3rd day

of _____ October _____, 1949 at _____ Cumberland, Maryland _____
(Mortgagor's Town or State)

Witness: _____ Joseph F. Stakem _____
(Mortgagor's Town or State)

Address: _____ Adam Scarpelli _____ (Seal)
(Mortgagor's Town or State)

Witness: _____ Joseph F. Stakem _____
(Mortgagor's Town or State)

Address: _____ June Scarpelli _____ (Seal)
(Mortgagor's Town or State)

Witness: _____ Joseph F. Stakem _____
(Mortgagor's Town or State)

Address: _____ THE SECOND NATIONAL BANK OF CUMBERLAND _____
(Corporate Seal) By _____ G.A. Caswell _____ (Seal)

By _____ Aes't V. Pree. _____

STATE OF MARYLAND, COUNTY OF _____ Allegany _____, TO WIT:

I HEREBY CERTIFY that on this 3rd day of _____ October _____, 1949, before me,

the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County _____ aforesaid,

personally appeared _____ Adam and June Scarpelli _____

the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be

not. And, at the same time, before me also personally appeared _____ G.A. Caswell _____

Agent The Second National Bank of Cumberland, Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal _____ Joseph F. Stakem _____
(Notarial Seal)

Notary Public.

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Roscoe G. Curry et ux

Mortgage

To Filed and Recorded October 7th 1949 at 11:30 A.M.

The Liberty Trust Company, Trustee

(Stamps \$4.95)

THIS MORTGAGE, Made this 6th day of October, in the year 1949 by and between Roscoe G. Curry and Grace Curry, his wife, of Allegany County, in the State of Maryland, of the first part, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, Trustee for Bess R. Buchanan, of the second part, witnesseth:

WHEREAS, the said Roscoe G. Curry and Grace Curry, his wife, stand indebted unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, in the just and full sum of Four Thousand Five Hundred Dollars, (\$4,500.00) as evidenced by their joint and several promissory note for said sum of money bearing even date with these presents and payable to the order of The Liberty Trust Company, Trustee for Bess R. Buchanan one year after date with interest from date at the rate of six per centum (6%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the following property, to wit:

All that lot or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 65, in the Second Addition to Roberts Place, which is described as follows:

BEGINNING at a point on the easterly side of Roberts Avenue at the end of the second line of Lot No. 64 and running thence with the easterly side of said Avenue, North 20 degrees East 40 feet, then South 69 degrees 10 minutes East 183.5 feet, then South 12 degrees 40 minutes West 36.5 feet to the end of the third line of Lot No. 64, then with said third line reversed, North 70 degrees 27 minutes West 188.3 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagore by Anna B. Charlee, by deed dated April 2, 1943, and recorded in Liber 197, folio 620, of the Land Records of Allegany County, Maryland.

All that real estate situated, lying and being in Allegany County, State of Maryland, known and designated as Lot No. 66, Roberts Place, Second Addition, situated along the Old River Road, (now known as McMullen Boulevard), said lot being more particularly described as follows, to wit:

BEGINNING at a point on the southeasterly side of Roberts Avenue at the division line between Lots 67 and 66 and running thence with said division line, South 68 degrees 19 minutes East 179.8 feet thence South 14 degrees 30 minutes West 40.5 feet to the southerly line of Lot No. 65 and with said line, North 69 degrees 10 minutes West 183.5 feet to Roberts Avenue and with said Avenue, North 15 degrees 20 minutes East 43 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Elizabeth Buchanan, widow, et al, by deed dated October 9, 1943, and recorded in Liber 197, folio 623, of said Land Records.

All that lot or parcel of ground comprising one-half of Lot No. 67 in the Second addition to Roberts Place, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 66 as shown on a Plat of Roberts Place, Second Addition, duly filed for record among the Land Records of Allegany County and running thence with Roberts Avenue, North 20 degrees East 2 feet, thence continuing with said Roberts Avenue, North 32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South 65 degrees 13 minutes East 174.6 feet thence South 14 degrees 30 minutes West 14 feet, thence

Compared and Mailed Delivered
To Mortgagee - Oct. 5, 1949

North 69 degrees 19 minutes West 179.8 feet to the point of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Van Lew Moffett, widow, et al, by deed dated July 28, 1941, and recorded in Liber 195, folio 310, of the Land Records of Allegany County, Maryland.

All those lots or parcels of ground situated in Second Addition to Roberts Place, in Allegany County, Maryland, comprising one-half of Lot No. 67 and all of Lot No. 68, and more particularly described as follows:

BEGINNING for the same at a stake in the southeasterly side of Roberts Place, it being a corner of Lots 68 and 69 as shown on a Plat of the Second Addition to Roberts Place, duly recorded among the Land Records of Allegany County and thence with a line of Lot 69, South 58 degrees 00 minutes East 162.3 feet to a stake, it being also a corner of Lots 68 and 69, thence South 19 degrees 30 minutes West 37 feet to a stake, thence across said Lot No. 67, North 65 degrees 13 minutes West 174.6 feet to a stake standing in a line of the original Lot No. 67 on the southeasterly side of Roberts Place, thence with said Roberts Place, North 32 degrees 00 minutes East 63.5 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Paul A. Martin et ux by deed dated June 13, 1946, and recorded in Liber 209, folio 597 of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Four Thousand Five Hundred Dollars, (\$4,500.00) together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage debt, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company Trustee, for Bess R. Buchanan, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made that in that event the party so advertising shall be paid all expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or

not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Five Hundred Dollars (\$4,500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said Mortgagors.

WITNESS: Thomas L. Keech

Roscoe G. Curry (Seal)

Grace Curry (Seal)

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 6th day of October, 1949, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roscoe G. Curry and Grace Curry his wife and each acknowledged the foregoing instrument of writing to be their act and deed; and also, personally appeared before me, Charles A. Piper, President of The Liberty Trust Company, Trustee for Bess R. Buchanan, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

For value received, The Liberty Trust Company, Cumberland, Maryland, Trustee for Bess R. Buchanan, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Maryland, Trustee for Bess R. Buchanan, by Charles A. Piper, its President, and its corporate seal, duly attested by its Assistant Secretary, this 5th day of December, 1949.

Attest: R. W. Holt
Assistant Secretary
Corporate Seal

The Liberty Trust Company of Cumberland, Maryland
Trustee for Bess R. Buchanan
By *Charles A. Piper*
President

H. Pius/Boley et ux

12/6/49

Mortgage

To

Filed and Recorded October 7th 1949 at 2:35 P.M.

George R. Hughes

THIS MORTGAGE, made this 7th day of October, in the year Nineteen Hundred and Forty-nine by and between Pius H. Boley and Lillian Boley, his wife, hereinafter called Mortgagora, which expression shall include their heirs, personal representatives successors and assigns where the context so admits or requires of Allegany County, Maryland, State of Maryland, parties of the first part and George R. Hughes, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the full sum of Three Hundred Dollars, (\$300.00) which said indebtedness together with the interest thereon at the rate of Six Per Centum (6%) per annum, is payable one (1) year after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Twenty Dollars (\$20.00) each month on account of the principal and interest as herein stated,

Compared and Mailed Delivered
To Mortgagee
10/27/49
1949

the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that tract or parcel of land situated in District No. 2, of Allegany County, Maryland, being part of the original John Schaidt Farm, located on Oldtown Road and along the Western Maryland Railway Right of Way, the property herein conveyed being described as follows:

Beginning at a post at the corner where the Oldtown Road meets the Right of Way of the Western Maryland Railway, and running North 71-3/4 degrees West 441-1/2 feet binding on the South side of the Oldtown Road to a stone at the easterly side of a private 16 foot road, and with said private road, South 3 degrees 20 minutes East 520 feet to the right of way of the Western Maryland Railway Company, and with said Right of Way, South 47 degrees 10 minutes West 554 feet to the place of beginning, containing 2-1/2 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Catherine Dolan et vir, by deed dated April 20, 1948, and recorded in Liber 220, folio 110, of the Land Records of Allegany County, Maryland.

Together with the use of a private road 16 feet in width and binding on the second line of the above described property.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Three Hundred Dollars (\$300.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power but no sale all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence

of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Three Hundred (\$300.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Pius H. Boley (Seal)

Lillian Boley (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I hereby certify that on this 7th day of October in the year 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Pius H. Boley and Lillian Boley, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the sametime, before me, also personally appeared George R. Hughes, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

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John W. Schaffer et ux

Mortgage

To Filed and Recorded October 7th 1949 at 3:10 P.M.

The Commercial Savings Bank of Cumberland, Maryland.

THIS MORTGAGE, Made this 7th day of October, in the year nineteen hundred and forty nine, by and between John W. Schaffer and Winifred V. Schaffer, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Six Thousand (\$6,000.00) Dollars, with interest from date at the rate of 4% per annum on the unpaid principal until paid by their promissory note of even date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before twelve years after date, in monthly installments of \$52.54, commencing on the 7th day of November, 1949, and on the 7th day of each month thereafter until the principal and interest are fully paid. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the 7th day of any month prior to maturity.

And the said parties of the first part covenant and agree to pay monthly to the party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part for the payment of such premiums, taxes or assessments.

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NOW, THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situate, lying, and being on the West side of Dilly Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the said lot at a point on the Westerly side of Dilly Street (formerly Bloomingdale Avenue) the said point being the end of the second line of Joseph Bigler's lot and the said point being also the beginning point of the subdivision thereof known as the "Well Lot"; and running thence with the second line of said Bigler lot, North 73 degrees West 100 feet to the boundary line of the Mohrback lot; thence with a part of said boundary line, North 30 degrees East 51 feet to Fairfield Alley; thence with the Southerly side of said Fairfield Alley, South 73 degrees East 88 feet to Dilly Street; and thence with the Westerly side of said Dilly Street, South 17 degrees West 50 feet to the place of beginning.

Being the same property conveyed by Paul S. Sullivan et ux to the said John W. Schaffer et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

This mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time there-

after, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply--first: --To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

ATTEST: John W. Schaffer (Seal)
William C. Dudley Winifred V. Schaffer (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 7th day of October, in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for said County personally appeared John W. Schaffer and Winifred V. Schaffer, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.
William C. Dudley, Notary Public.
(Notarial Seal)

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Harvey A. Wigfield

Chattel Mortgage

To Filed and Recorded October 7th 1949 at 3:30 P.M.

Josephine Lopez

THIS CHATTEL MORTGAGE, Made this 7th day of October, 1949, by and between Harvey A. Wigfield, party of the first part, of Allegany County, Maryland, and Josephine Lopez, party of the second part, of the State of New York. WITNESSETH:

WHEREAS, the said party of the first part stands indebted unto the said party of the second part in the full sum of Seven hundred and ninety-three (\$793.08) dollars and eight cents, due and payable within one year from the date hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said party of the first part does hereby bargain and sell unto the said party of the second part, her heirs and assigns, the following personal property, to wit: One Dodge Coupe automobile, 1942 Model, Engine No. D 22567628, Serial No. 30632079.

PROVIDED, if the said party of the first part shall pay unto the party of the second part the aforesaid sum of \$793.08, within one year from the date hereof, then this mortgage shall be void.

In case of default in the payment of the mortgage debt when the same shall become due and payable, then these presents are hereby declared to be made in trust and the party of the second part is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said party of the second part, her heirs or assigns, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged at public auction in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first, to the expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt, and the balance, if any, to be paid to the said party of the first part, his personal representatives or assigns, and in case of a deficiency, a judgment may be rendered thereon.

WITNESS my hand and seal the day and year first above written.

Witness: H.V. Bloom

Harvey A. Wigfield (Seal)

State of Maryland

Allegany County, to-wit:

I HEREBY CERTIFY THAT on this 7 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Harvey A. Wigfield, and acknowledged the foregoing Chattel Mortgage to be his act and deed and at the same time personally appeared Josephine Lopez and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal)

Harold V. Bloom, Notary Public.

Edgar H. Frank et ux

Mortgage

To Filed and Recorded October 8th 1949 at 11:50 A.M.The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland.

(Stamps \$.55)

THIS MORTGAGE, Made this 7th day of October, in the year Nineteen Hundred and Forty Nine by and between Edgar H. Frank and Vilda P. Frank, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Nine Hundred Dollars (\$900.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Thirty Dollars (\$30.00) commencing on the 15th day of November, 1949 and on the 15th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the 7th day of October, 1952. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edgar H. Frank and Vilda P. Frank, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple the following described property, to-wit:

ALL THAT LOT or parcel of ground lying and being in Allegany County in the State of Maryland and known as Lots Number Sixteen (16) and Seventeen (17) in Frost's Fifth Addition to the town of Frostburg, in said State and County aforesaid, and described as follows:

Beginning for the outlines of both of said Lots at a fence post standing at the end of the first line of Lot Number Fifteen (15) in said Fifth Addition, and running with the first line of the above mentioned lots North 40 $\frac{1}{2}$ degrees West 66 feet; South 50 $\frac{1}{2}$ degrees West 165 feet; South 40 $\frac{1}{2}$ degrees East 66 feet; and then North 50 $\frac{1}{2}$ degrees East 165 feet to the beginning. Containing one fourth of an acre.

BEING THE SAME property which was conveyed to the said Edgar H. Frank and Vilda P. Frank, his wife, by deed from Will H. Towles and Bertha E. Towles, his wife, dated March 10, 1928, and recorded in Liber No. 157, folio 629, one of the Land Records of Allegany County, Maryland. To which deed reference is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest

thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent. to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred (\$900.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as herein-after provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, Partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assign-

ment or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: Ralph M. Race
Ralph M. Race
Edgar H. Frank (Seal)
Vilda P. Frank (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 7th day of October, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edgar H. Frank and Vilda P. Frank, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me, also personally appeared William B. Yates Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal) Ralph M. Race, Notary Public.

Chattel Mortgage
Sheridan Tewell et ux
to Filed and recorded October 8th 1949 at 8:30 A.M. (Stamps \$.55)
Aetna Loan Co. Inc. Chattel Mortgage
Loan No. Cum 1736
Borrowers: (Last Name) TeWELL, Sheridan & Thora
Addresses: Rt. #3, Bedford Rd. State Maryland Mortgagee
City Cumberland County Allegany Aetna Loan Company, Inc.
Date of This Loan Amount of This Loan First Payment Due Final Payment Due
10/6/49 \$575.00 11/6/49 1/6/51

Compared and Delivered
7 pages Oct 11 1949

this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS R. J. Gould Jr. Helen L. Robinette (Seal)
WITNESS B.E. Bittner Virle R. Robinette (Seal)

STATE OF MARYLAND CITY/COUNTY OF CUMBERLAND-ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Helen L. Robinette and Virle R. Robinette (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B.E. Bittner Agent for the within named Mortgagee, and made oath in the form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

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The National Bank of Keyser Partial Release of Mortgage
To Filed and Recorded October 10th 1949 at 3:15 P.M.

James H. Frankhouser et ux
The National Bank of Keyser, West Virginia, a corporation
To James H. Frankhouser and Elva V. Frankhouser, his wife Partial Release

The National Bank of Keyser, West Virginia, a corporation, hereby releases a mortgage made by James H. Frankhouser and Elva V. Frankhouser, his wife, to The National Bank of Keyser, West Virginia, dated September 8, 1948, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Liber J.E.B. No. 216, folio 186, insofar only as said mortgage is a lien on the following described parcels or tracts of land, to-wit:

1. All that certain tract or parcel of land situate on the west side of the McMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds as follows:

BEGINNING at a concrete marker located No. 60 deg. 10' E. 200 feet from the last corner of a tract of 0.42 of one acre conveyed to Frank Dominic and Pauline G. Dominic, his wife, by deed dated February 7, 1947, where another concrete marker is located, said markers being 12 feet westward and at right angles from the west boundary line of the McMullen Highway (U.S. Route No. 220)

and running thence N. 29 deg. 50' W. (M.B. 1946 - Continued Vernier Readings) 250 feet to another concrete marker; thence, N. 60 deg. 10' E. 50 feet to an iron stake; thence, S. 29 deg. 50' E. 250 feet to another iron stake, 12 feet short of the west boundary line of said Highway; thence, running parallel to and 12 feet distant from said road line, S. 60 deg. 10' W. 50 feet to the place of BEGINNING, containing 12,500 sq. ft. by calculation.

2. All that certain tract or parcel of land situate on the west side of the McMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds as follows:

BEGINNING at a concrete marker located N. 60 deg. 10' E. 800 feet from the last corner of a tract of 0.42 of one acre conveyed to Frank Dominic and Pauline G. Dominic by deed dated February 7, 1947, by James H. Frankhouser and wife, where another concrete marker is located, said markers being 12 feet westward and at right angles to the west boundary line of the McMullen Highway (U.S. Route No. 220) and running, thence, parallel to and 12 feet distant from said road line S. 60 deg. 10' W. 50 feet (M.B. 1946-Continued Vernier Readings) to an iron stake; thence, N. 29 deg. 50' W. 250 feet to another iron stake; thence, N. 60 deg. 10' E. 50 feet to another of said stakes; thence, S. 29 deg. 50' E. passing a white oak tree on center line at 230 feet, in all 250 feet to the place of BEGINNING, containing 12,500 sq. ft. by calculation (0.287 of an acre),.

It being the purpose of this release to release said parcels of land.

But the said mortgage made by James H. Frankhouser and Elva V. Frankhouser, his wife, to The National Bank of Keyser, dated September 8, 1948, shall in all respects be in full force and effect. It being understood that this release shall apply to the real estate herein described, but to no other mentioned in said mortgage.

IN WITNESS WHEREOF, the said The National Bank of Keyser, West Virginia, a corporation, has caused the foregoing release to be signed by its President and has caused its corporate seal to be hereto affixed this 19th day of July, 1949.

(Corporate Seal)

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation.

By P. J. Davis, its Vice President

STATE OF WEST VIRGINIA

MINERAL COUNTY, TO WIT:

BE IT REMEMBERED that on this 19th day of July, 1949, before the subscriber, a Notary Public of said Mineral County, in and for said State of West Virginia, personally appeared P. J. Davis, Vice President of the National Bank of Keyser, West Virginia, a corporation, named in the foregoing instrument of writing, and acknowledged the same to be the act and deed of said The National Bank of Keyser, West Virginia, a corporation.

Witness my hand and official seal this 19th day of July, 1949.
My commission expires April 9, 1953.
(Notarial Seal)

Jean J. Pifer, Notary Public.

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Deed of Release

Aaron Morris
To Filed and Recorded October 10th 1949 at 11:20 A.M.

Glenn Morris et ux
THIS DEED OF RELEASE, Made this 10th day of October, 1949 by Aaron Morris, widower, of Bedford County, Pennsylvania.

WHEREAS, by a certain mortgage dated January 23, 1940, and recorded in Liber No. 149,

Compared and Mailed Delivered 10/21/49

Compared and Mailed Delivered 10/21/49

folio 380, among the Mortgage records of Allegany County, Maryland, the property therein described was conveyed by Glenn Morris and Ruth R. Morris, his wife, to the First National Bank, in Bedford, to secure the indebtedness therein mentioned; and

WHEREAS, by deed of assignment, dated November 4, 1942, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 164, folio 382, said mortgage was duly assigned by the First National Bank, in Bedford, to Aaron Morris and Elsie V. Morris, his wife; and

WHEREAS, the said Elsie V. Morris has now departed from this life and title to said mortgage is vested in the said Aaron Morris, and the indebtedness secured by said mortgage has been fully paid and satisfied.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Aaron Morris, widower, does hereby grant and convey the property mentioned and described in the aforesaid mortgage unto Glenn Morris and Ruth R. Morris, their heirs and assigns, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the said Glenn Morris and Ruth R. Morris, their heirs and assigns, in the same manner as if said mortgage had never been written.

WITNESS my hand and seal.

WITNESS H. V. Bloom

Aaron Morris (Seal)

COMMONWEALTH OF MARYLAND,

ALLEGANY COUNTY, DO WIT:

I HEREBY CERTIFY, That on this 10 day of October, 1949, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared Aaron Morris, widower, and acknowledged the foregoing deed of release to be his act and deed.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harold V. Bloom, Notary Public.

My Commission expires May 7, 1951.

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Pasquale Parise

Chattel Mortgage

To Filed and Recorded October 11" 1949 at 2:00 P.M.

Rieck-McJunkin Dairy Company

Chattel Mortgage

MADE this...day of...19...between Pasquale Parise of 85 E. Main Street, Frostburg, Maryland (Residence Address) hereinafter called "Mortgagor", and Rieck-McJunkin Dairy Company a Pennsylvania corporation, having its principal office and place of business at 1345 Forbes Street, Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "Mortgagee".

WHEREAS, Mortgagor by a certain promissory note bearing even date herewith, is indebted to the Mortgagee in the sum of One Thousand Sixty-Three Dollars and Sixty-Eight Cents (\$1,063.68) Dollars, payable in 24 successive monthly installments of \$44.32 each applicable first to interest on reducing balances at the rate of six per centum (6%) per annum and then to principal, the first installment being due on or before the day of..19,.., and a like amount on or before the same day of each successive month thereafter until said debt has

been fully paid and discharged, with interest on each installment after its maturity at the rate of six per centum (6%) per annum.

Now, This Chattel Mortgage Witnesseth: That Mortgagor, in consideration of the aforesaid debt, and to better secure the payment of the same and costs and expenses incurred in the collection of said debt and the repossession of the goods and chattels and all advances and expenses of Mortgagee for taxes, levies, assessments, real estate rentals, insurance premiums and repairs to or maintenance of the goods and chattels described herein, by these presents, does hereby grant, bargain, sell, mortgage, assign and transfer unto Mortgagee, all and singular the goods and chattels described in the "Schedule of Mortgaged Property" contained herein and made part hereof, now in Mortgagor's possession at 85 E. Main Street, Frostburg, Maryland and any replacements of said goods and chattels together with all attachments, accessories and equipment now or hereafter attached thereto.

TO HAVE AND TO HOLD the said goods and chattels and their replacements to the use of Mortgagee, FOREVER.

PROVIDED, HOWEVER, That if Mortgagor shall pay to Mortgagee the aforesaid debt, as herein above set forth, and shall perform the other covenants contained herein, then this chattel mortgage shall be null and void and of no effect.

UNTIL default shall be made in the payment of any sum of money, as aforesaid, or in the performance of any of the other covenants herein, Mortgagor shall be entitled to retain possession of said goods and chattels and to use and enjoy the same.

MORTGAGOR warrants that Mortgagor owns and is lawfully possessed of the said goods and chattels and that they are free from any and all encumbrances and liens, and hereby covenants and agrees with Mortgagee that Mortgagor will pay the aforesaid debt when due; will maintain said goods and chattels in good repair; will pay and discharge any and all taxes, levies, assessments and all other impositions which may be levied upon said goods and chattels, as well as the cost of repairs to or maintenance of the same, any of which Mortgagee may pay at Mortgagor's expense and add the amount thereof to the debt secured hereby; will insure and keep insured said goods and chattels against loss and damage by fire, theft and other casualty, as may be required by Mortgagee, for not less than the amount of Mortgagor's indebtedness, the policies of insurance to be deposited with Mortgagee and to contain "loss payable" clauses in favor of Mortgagee, and upon failure of Mortgagor to pay premiums on such insurance and/or rentals on the premises in which the goods and chattels are situated, when same become due, Mortgagee may do so at Mortgagor's expense and add the amount thereof to the debt secured hereby; that Mortgagor will not remove said goods and chattels from the County wherein this chattel mortgage is filed without the written consent of Mortgagee, nor substantially injure said goods and chattels or conceal or purport to sell or dispose of them or any part of them under claim of full ownership or otherwise, or by willful act or neglect substantially impair the value thereof.

PROVIDED FURTHER that Mortgagor during the term of this chattel mortgage or any extension thereof shall purchase exclusively from the Mortgagee all of the requirements of the Mortgagor for ice cream and frozen milk products.

AND PROVIDED, That forthwith upon every default in the payment of any installment or other sum as the same shall become due and payable under the terms of said promissory note, or in case of default in the performance of any of the covenants hereof, Mortgagee may proceed to secure possession of said goods and chattels and to enforce payment of said debt in accordance with the provisions of the Pennsylvania Chattel Mortgage Act of June 1, 1945 P.L. 1358 or any other law made and provided for the regulation of chattel mortgages, and Mortgagee may pursue any other remedy provided by law.

WHENEVER used herein, the term "Mortgagor" shall include the Mortgagor, his or its heirs, successors, executors, administrators and assigns, and the term "Mortgagee" shall include the

Compared and Mailed Deceased
To: *[Handwritten Signature]*
Oct. 4 1949

Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, the Mortgagor has executed this chattel mortgage in triplicate, one copy of which was delivered to and retained by Mortgagor, the day and year first above written.

Salesman-Witness D. Hamilton

Signature of Mortgagor
Pasquale Parise

Schedule Of Mortgaged Property
(If manufactured article, list make, year of manufacture, model, type,
serial numbers, etc.)

Recorded in the Office of the Prothonotary of..County in Chattel Mortgage Book Vol...page...
on the..day of..19..

1-Bobtail Fountain, 1-Carbonator, 1-18 ft. counter, 1-18 ft. back bar, 2-Milk shake machines,
1-6 ft. candy case, 1-cash register.

Individual Acknowledgment

Commonwealth of Pennsylvania)
County of Allegheny) ss:

On this 10th day of October, 1949, before me, M. Nancy Kalbaugh the undersigned officer, personally appeared Pasquale Parise known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

My Commission Expires: May 7, 1951

M. Nancy Kalbaugh, Notary Public.

Certificate of No Defense

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, intending to be legally bound, certify and acknowledge that a certain judgment note executed by undersigned in favor of Rieck-McJunkin Dairy Company under date of...19.., in the amount of \$1,063.68, and a certain chattel mortgage of even date securing said note, are justly, fully and entirely owing and payable according to the terms thereof.

Any undersigned hereby further certify to any person or persons who may desire to purchase said note and chattel mortgage that undersigned have no drawback, claim, setoff, or other defense of any kind whatsoever to the payment of any part of said note when due and payable or collectible according to the terms and provisions thereof or to the enforcement of said chattel mortgage according to the terms and provisions thereof.

Witness or attest: D. Hamilton

Pasquale Parise (Seal)

Landlord's or Mortgagee's Release and Waiver

FOR VALUE RECEIVED, and intending to be legally bound hereby, the undersigned, owner or mortgagee of certain premises situate at 85 E. Main Street in Frostburg, Allegheny County, Pennsylvania, now under lease to or mortgaged by Pasquale Parise (hereinafter called the "Lessee"), does hereby waive, release and relinquish unto Rieck-McJunkin-Dairy Company (hereinafter called "Rieck"), 1345 Forbes Street, Pittsburgh, Pennsylvania, its successors and assigns, all the right, title and interest of the undersigned in the goods and chattels now or hereafter located on said premises under any bailment lease or chattel mortgage between the Lessee and Rieck.

The undersigned consents to the installation of said goods and chattels on the premises and hereby authorizes and empowers Rieck, its lawful attorneys agents and employees, to enter upon said premises and remove said goods and chattels at any time. The undersigned agrees that said goods and chattels are not and shall not be deemed to be a part of the real estate, but shall at all times be considered personalty. The undersigned further agrees that said goods and chattels shall not be subject to distraint, levy for the non-payment of

any rent now due or which may hereafter become due the undersigned, and/or execution for any default under the terms of any real estate mortgage, and hereby releases all right, title and interest which undersigned may have in or to said goods and chattels.

This release and Waiver shall inure to the benefit of Rieck, its successors and assigns. WITNESS the due execution hereof this..day of...19..

Witness or attest: D. Hamilton

Pasquale Parise (Seal)

Agnes R. Elrick

Mortgage

To Filed and Recorded October 13th 1949 at 8:30 A.M.

The Fidelity Savings Bank of Frostburg,
Allegheny County, Maryland.

(Stamps \$.55)

This Mortgage, Made this 11th day of October, 1949 by and between Agnes R. Elrick, widow, of Frostburg, Allegheny County, in the State of Maryland, Mortgagor, and The Fidelity Savings Bank of Frostburg, Allegheny County, Maryland, Mortgagee.

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of Six Hundred ninety-three--28/100 (\$693.28) which is to be repaid in 24 consecutive monthly installments of \$29.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor does do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Elec. Dist. 26, Frostburg, Allegheny County, Maryland, known as 59 Ormond Street, Frostburg, Maryland and more fully described in a Deed from Clyde D. & Hattie E. Elrick dated May 14, 1921, recorded among Land Records of Allegheny County, Maryland, Liber 136 Folio 594.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegheny County, Maryland, its successors and assigns, forever, provided that if the said Mortgagor, her heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime does and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor hereby covenants to pay when legally demandable.

AND the said Mortgagor further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted

Compared and Mailed Delivered to Mrs. Pasquale Parise Oct 18 1949

attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor, her heirs or assigns and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor, her representatives, heirs or assigns.

WITNESS my hand and seal.

ATTEST: Agnes R. Elrick (Seal)
Ralph M. Race.

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY That on this 11th day of October, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared Agnes R. Elrick, widow, the Mortgagor named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act. At the same time also appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Ralph M. Race, Notary Public.

Virginia H. Angelilli et vir Chattel Mortgage
To Filed and Recorded October 13th 1949 at 3:30 A.M. 15th

Personal Finance Company of Cumberland	Chattel Mortgage	Mortgagor's Name and Address
Loan No. 589		Virginia H. & Albert C. Angelilli
Final Due Date January 12, 1951		12 E. Second St.
Mortgagee: Personal Finance Company of Cumberland		Cumberland, Md.
Room 200, Liberty Trust Co. Building Cumberland, Md.		
Date of Mortgage October 12, 1949		
Actual Amount of Loan \$179.07		

Mortgagor acknowledges receipt of said actual amount of loan on said date of mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items: Present Balance \$179.07 Total Disbursements \$179.07 Cash Balance \$....

KNOW ALL MEN BY THESE PRESENTS, that said mortgagor, as described above, for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above which loan is repayable in 14 successive monthly instalments of \$15.00/100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 12th day of November 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, do by these presents, bargain, sell, and convey unto said Mortgagee, its successors and assigns, the personal property described below in schedule

marked "A" which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof, and without notice or demand, render the entire unpaid balance of the principal thereof and accrued interest thereon at once due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS That if Mortgagor shall well and truly pay the said loan unto the said Mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE MADE A PART HEREOF BY THIS REFERENCE AND THE CAPTION HEREOF IS PART OF THIS MORTGAGE.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said mortgagor(s).

Witness Edith M. Twigg Virginia H. Angelilli (Seal)
Witness C. L. Coughenour Albert C. Angelilli (Seal)

STATE OF MARYLAND CITY /COUNTY OF Allegany TO WIT:

I HEREBY CERTIFY that on this 12th day of October, 1949 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Virginia H. Angelilli and Albert C. Angelilli, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Edith M. Twigg, Notary Public.

Schedule "A"

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room		Dining Room		Kitchen		Bed Rooms	
No. Description	No. Description	No. Description	No. Description	No. Description	No. Description	No. Description	No. Description
1 Chair Lounge		4 Chairs Oak		1 Refrigerator G.E. 10ft.		1 Dresser Wal.	
3 pc Living Room Suite		1 Stove Gas		1 Dressing Table Wal.		1 Chiffonobe-wal.	
1 Radio Philco		1 Table Oak		1 Vanity Stool-wal.		1 Cedar Chest	
1 Heating Stove		1 K. Cabinet					
		1 Metal Cabinet					

--and in addition, thereto all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either

Compared with Original
 To Notary Public
 Oct 18 1949

wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS P. Mitchell

Frank F. McCreary Jr. (Seal)

WITNESS D. Aldridge

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY that on this 4 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County, aforesaid, personally appeared Frank F. McCreary Jr. the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time, before me also personally appeared G.R. Chappell, Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

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The Liberty Trust Company, Deed of Release
To Filed and Recorded October 13th 1949 at 2:15 P.M.
Archie A. McDonald

THIS DEED OF RELEASE, Made this 13th day of October, 1949, by The Liberty Trust Company, a corporation existing under the Laws of the State of Maryland, Cumberland, Maryland, (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, as per Merger Agreement filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, page 454, in the Office of the Clerk of the Court of Allegany County),.

WHEREAS, by deed dated March 15, 1939, and recorded in Liber 183, folio 56, one of the Land Records of Allegany County, one Archie A. McDonald and Hazel L. McDonald, his wife, acquired from Harry W. Miller and wife, a certain property situated in Election District No. 16, Allegany County, Maryland, comprising 49 acres, more or less, together with the improvements thereon, as will be seen by reference to said deed, particular reference to which is hereby made for a full description thereof, and

WHEREAS, subsequent thereto, the said Archie A. McDonald and Hazel L. McDonald, his wife, together with Calvin L. McDonald and Joan McDonald, his wife, executed or confessed a Judgment in favor of Peoples Bank of Cumberland, Cumberland, Maryland, for the amount of \$800.00 the date of which said Judgment is September 21, 1948, and it is known as No. 191 Trials, July Term, 1948, in the Circuit Court for Allegany County, and

WHEREAS the said Archie A. McDonald has since sold and now desires to convey by good and sufficient deed, the property above referred to and to that end, The Liberty Trust Company of Cumberland, Maryland, a corporation (Successor to Peoples Bank of Cumberland, Cumberland, Maryland, as per Merger Agreement filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, page 454, in the Office of the Clerk of the Court of Allegany County) hereby executes this Deed of Release of said Judgment insofar as it consti-

tutes a lien upon the property situated in District No. 16, Allegany County, Maryland, comprising 49 acres, more or less, as above referred to.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, the said The Liberty Trust Company of Cumberland, Maryland, does hereby release and forever discharge the lien of said Judgment from the property referred to in the deed above mentioned. It being distinctly understood, however, that this Deed of release shall apply only to the property contained and described in the above deed and shall, in no way, affect its lien upon any other property which the said Archie A. McDonald may own or may hereafter acquire or which the said Calvin L. McDonald and Joan McDonald, his wife, may now own or may hereafter acquire.

IN WITNESS WHEREOF, The Liberty Trust Company has caused these presents to be signed by its President, with its Corporate Seal hereunto affixed, all duly attested by its Secretary on the day and year above written.

ATTEST: R. W. Hott, Asst. Secretary
(Corporate Seal)

THE LIBERTY TRUST COMPANY
By Chas. A. Piper, President

STATE OF MARYLAND, COUNTY OF ALLEGANY TO WIT:

I HEREBY CERTIFY That on this 13th day of October, 1949 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such, acknowledged the aforesaid Deed of Release to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Wm. A. Darkey, Notary Public.

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Rev. Harold Zuch et ux Chattel Mortgage
To Filed and Recorded October 13th 1949 at 8:30 A.M.
Frostburg National Bank

THIS CHATTEL MORTGAGE, Made this 11th day of October, 1949 by and between Rev. Harold L. Zuch and Susan G. Zuch, his wife, Midlothian, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Three Hundred and no/100 Dollars (\$300.00) which is payable in one year from date hereof with interest at the rate of six per cent (6%) per annum as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described property located at Midlothian Allegany County, Maryland: 1939 Chevrolet Sedan Engine Number: 2399205 Serial Number: 14 JA03-25754

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

To Compared and Mailed Delivered

19

Compared and Mailed Delivered
To Mortgagee
Oct 18 1949

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Three Hundred and No/100 Dollars (\$300.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all:

David R. Willetts

Rev. Harold L. Zuch (Seal)

Susan G. Zuch (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 11th day of October, 1949 before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rev. Harold L. Zuch and Susan G. Zuch, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg, National Bank the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

For Value Received, the Frostburg National Bank hereby releases the within and foregoing Chattel Mortgage. In Witness Whereof, the said Bank has caused its corporate name to be signed by its President, its corporate seal to be affixed, duly attested by its Cashier, this 23d day of June, 1950
 Attest: F. Earl Kreitzburg Cashier
 Frostburg National Bank
 By William E. Jenkins President.

Coyle H. O'Neal et al

Chattel Mortgage

To Filed and Recorded October 13th 1949 at 8:30 A.M.

National Discount Corporation

(Stamps \$1.10)

THIS CHATTEL MORTGAGE, Made this 6th day of October, 1949, by Marion E. O'Neal & Coyle H. O'Neal, Sr., Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation: WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of One Thousand Fourty Two and 25/100 Dollars, which said sum the said Mortgagor has agreed to repay in Twenty Three consecutive Mo. installments of Fourty Three and 42/100 Dollars and One Final installment of Fourty Three and 59/100 Dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

Interest	\$ 111.67	
Service Charge	\$ 20.00	
Insurance	\$ ---	
Recording Fees	\$ 3.70	
To Maker	\$ 906.88	
....	\$	
Total Loan	\$1042.25	

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1948	Nash	4 Door Sedan	KE-109563	K250203

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

WITNESS: J. H. Snyder
 Coyle H. O'Neal Sr. (Seal)
 Marion E. O'Neal (Seal)
 LaVale, Maryland.

STATE OF MARYLAND, CUMBERLAND, to wit:

I HEREBY CERTIFY, That on this 6 day of October, in the year one thousand nine hundred and Fourty Nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Coyle H. O'Neal Sr. Marion E. O'Neal the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder Agent of the National Discount Corporation the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.
 (Notarial Seal)

William R. Buckholtz,
 Notary Public.

Compared and Mailed Dubreed
 To Mortgagee's Bank
 Oct 12 1949

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Charles Howard Perdew et al

Mortgage

To Filed and Recorded October 14th 1949 at 2:30 P.M.

The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$2.75)

THIS MORTGAGE, Made this 13th day of October, in the year nineteen hundred and forty-nine by and between Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, of Allegany County, Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, stand indebted unto the said The Liberty Trust Company, in the just and full sum of Two Thousand Five Hundred Fifty (\$2,550.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate lying and being on the southeasterly side of Central Avenue, near the City of Cumberland, in Allegany County in the State of Maryland, known and designated as Lot No. 201, in "The Cumberland Improvement Company's Eastern Addition to Cumberland", and particularly described as follows, to wit:

Beginning at a point on the southeasterly side of Central Avenue at the end of the first line of Lot No. 200, in said Addition and running thence with the southeasterly side of said Avenue, North 40 degrees East 45 feet; then at right angles to said Avenue, South 50 degrees East 150 feet to an alley and with it, South 40 degrees West 45 feet to the end of the second line of Lot No. 200, and with said second line reversed, North 50 degrees West 150 feet to the place of beginning.

It being the same property which was conveyed unto Charles Howard Perdew et ux by Lawson Perdew et ux by deed dated June 28, 1923, and recorded in Liber 143, folio 623, of the Land Records of Allegany County.

Also, all that lot or parcel of ground situated and lying east of the City of Cumberland in Allegany County, Maryland, known and designated as Lot No. 223, in the Cumberland Improvement Company's Eastern Addition Annex, and particularly described as follows, to wit:

Beginning at a stake on the western side of Eastern Avenue at the end of the first line of Lot No. 222 in said Addition, and running thence with the said western side of Eastern Avenue, East 45 feet then at right angles to said Avenue North 50 degrees West 120 feet to an alley, and with said alley, South 40 degrees West 45 feet to the end of the second line of said Lot No. 222, and with the said second line reversed, South 50 degrees East 120 feet to the place of beginning.

Also all that lot or parcel of ground situated in or near the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 222 in the Cumberland Improvement Company's Second Eastern Addition to Cumberland, and particularly described as follows to wit:

Beginning at a stake on the western side of Eastern Avenue and at the end of the first

line of Lot No. 221, in said Addition and running thence with said western side of Eastern Avenue, North 40 degrees East 45 feet; thence at right angles to said Avenue, North 50 degrees West 120 feet to an alley, and with it, South 40 degrees West 45 feet to the end of the second line of said Lot No. 221, and with said second line reversed, South 50 degrees East 120 feet to the beginning.

It being the same property which was conveyed unto Walter L. Perdew et ux and Charles H. Perdew et ux by Lawson Perdew et ux by deed dated February 24, 1944, and recorded in Liber 198, folio 562, of the Land Records of Allegany County.

The said Mary Agnes Perdew, widow and survivor of Lawson Perdew, joins in this mortgage for the purpose of conveying all her right, title and interest as life tenant and part owner of the property above described and also joins in this mortgage to specifically waive the priority of certain monthly payments of Ten Dollars (\$10.00) each, as provided in the deed above referred to, to be paid by the said Walter L. Perdew et al unto the said Mary Agnes Perdew for the period of her natural life. This waiver of priority of said payments to be in favor of any and all payments to be made both on the principal and interest of this mortgage and said waiver of priority to continue until the full amount of the mortgage debt and interest is paid.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per

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To Note City
Dec 18 1949

cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred Fifty (\$2,550.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James McSorley

Charles Howard Perdew (Seal)
Dora Perdew (Seal)
Walter L. Perdew (Seal)
Dorothy Frances Perdew (Seal)
Dorothy F. Perdew
Mary Agnes Perdew (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 13th day of October, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Charles Howard Perdew and Dora Perdew, his wife, Walter L. Perdew and Dorothy Frances Perdew, his wife, and Mary Agnes Perdew, widow, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James McSorley, Notary Public.

My Commission Expires May 7, 1951.

Cumberland, Maryland June 6, 1950.
For Value Received, The Liberty Trust Company, Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of Chas. A. Piper, President, duly attested by the Assistant Secretary, who have caused the corporate seal to be hereunto affixed.
Attest: Hugh D. Shires
Asst. Secretary
The Liberty Trust Company
By Chas. A. Piper
President.
(Corporate Seal) 6/9/50

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George T. Mason et ux

Mortgage

To Filed and Recorded October 17 1949 at 3:40 P.M.
The First National Bank of Cumberland

(Stamps \$.55)

THIS MORTGAGE, Made this 13th day of October, 1949, by and between George T. Mason and Grace M. Mason, his wife, of Mineral County, West Virginia, parties of the first part, and The First National Bank of Cumberland, a banking corporation duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of eight hundred fifty (\$850.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of ground lying or being on the South side of the Williams Road, about four miles East of Cumberland, Maryland, in Election District No. 16 Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron stake standing North 18 degrees and no minutes East 26-3/10 feet from the Northeast corner of the dwelling situated on the property herein described said stake being also at the approximate beginning of the parcel of ground conveyed by Retha May Hast to Louis Weber by deed dated October 30, 1939, and recorded in Liber 185, folio 79, one of the Land Records of Allegany County, Maryland, said stake also standing at 200 feet on the 22nd line of Read Farm No. 3, as conveyed by Howard Buchanan et ux to Emmanuel E. Hast and Flora Ann Hast, his wife, by deed dated April 13, 1914, and recorded in Liber 114, folio 709, one of the Land Records of Allegany County, Maryland, and running thence with the remainder of said 22nd line of Read Farm No. 3 (Magnetic bearings and horizontal measurements as of September, 1949) South 72 degrees 49 minutes West 163 feet to a locust stake; thence with part of the 23rd line of Read Farm No. 3 North 9 degrees 49 minutes East 38-1/10 feet to an iron stake standing on the South side of the right-of-way of said Williams Road and 25 feet from the center thereof; thence with said Williams Road and 25 feet from the centerline thereof, South 54 degrees 55 minutes West 138-8/10 feet to an iron stake standing at the end of the third line of the parcel of ground conveyed by Flora Ann Hast to Arthur L. Robinette et ux by deed dated the 28th day of February 1939, and recorded in Liber 182, folio 663, one of the Land Records of Allegany County, Maryland; thence leaving Williams Road and reversing the third line of the Robinette tract, South 18 degrees 48 minutes East 248-8/10 feet to an iron stake standing at the end of said Robinette line; thence North 88 degrees 10 minutes East 286-8/10 feet to an iron stake standing at the approximate end of the first line of said Louis Weber parcel of ground; thence reversing the said first line of the Weber parcel North 17 degrees 43 minutes West 334-5/10 feet to the beginning, containing two (2) acres, more or less, and including the private road right-of-way granted in the recited deeds, hereby confirmed.

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It being a part of that portion of Read Farm No. 3 conveyed to Retha May Hast by Flora Ann Hast, widow, by deed dated August 5, 1931, recorded in Liber 166, folio 262, and of that portion of said Read Farm No. 3 which was originally conveyed to Arthur L. Rob- inette et ux in 1928, recorded in Liber 158, folio 423, and by them conveyed to Henry R. Miller et ux, by deed dated June 3, 1928, recorded in Liber 153, folio 484, who conveyed said portion back to Flora Ann Hast by deed dated February 28, 1939, recorded in Liber 183, folio 69; said property having been intended to be conveyed to George T. Mason et ux from Retha May Hast by two deeds, dated May 9, 1941 and November 24, 1945, which were recorded in Liber 190, folio 110, and Liber 207, folio 161, respectively; and which was conveyed by the Confirmatory Deed dated September, 26, 1949 from Retha May Hast Husted and Louis Husted, her husband, and Flora Ann Hast Hall and Benjamin Hall, her husband, to George T. Mason and Grace M. Mason, his wife, recorded in Liber 226, folio 455; all of said deed being recorded in the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of eight hundred fifty (\$850.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event ^{the} parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part,

their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight hundred fifty (\$850.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness as to both:

George T. Mason (Seal)

H. C. Landis

Grace M. Mason (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th day of October, 1949 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George T. Mason and Grace M. Mason, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, Notary Public.

Chattel Mortgage

Richard L. Holcomb

To Filed and Recorded October 15th 1949 at 9:35 A.M.

The First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 13th day of October, 1949 by and between Richard L. Holcomb 208 Columbia St., Cumberland of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, Witnesseth:

Whereas, the Mortgagor is justly indebted to the Mortgagee in the full sum of Seven Hundred & Twelve & 65/100 Dollars (\$712.65) which is payable with interest at the rate of 6% per annum in 15 monthly installments of Forty-seven & 51/100 Dollars (\$47.51) payable on the 13th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors

Compared and Mailed Delivered
To Notary Oct 18 1949